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No. 42]

NEW DELHI, SATURDAY, OCTOBER 21, 1989/ASVINA 29, 1911

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

विधि एवं न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 19 सितम्बर, 1989

सूचनाएं

का.पा. 2618—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री प्रवीर कुमार चौधरी, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे राय गंज पं. दिनाजपुर पं. बंगाल व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/58/89-न्या.]

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 19th September, 1989

NOTICES

S.O. 2618.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Prubir Kumar Choudhary, Advocate for appointment as a Notary to practise in Raiganj Sub Dfe., West Dinajpur, W. Bengal.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/58/89-Judl.]

का.पा. 2619—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री पार्श्व कुमार नागोरी, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे निवेहरा, जिला चित्तोड़गढ़, राजस्थान में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/59/89-न्या.]

S.O. 2619.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Parshave Kumar Nagori, for appointment as a Notary to practise in Nimbahora Dist. Chhltorgarh (Raj).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/59/89-Judl.]

का.आ. 2620.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री गुरु चरनजीत सिंह लाम्बा, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे समस्त भारत वर्ष के लिए व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/60/89-न्या.]

S.O. 2620.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Gurcharanjit Singh Lamba, Advocate for appointment as a Notary to practise in All Over India.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/60/89-Judl.]

का.आ. 2621.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री हरेश्वर धर्मवी बैथी ने उक्त प्राधिकारी को उक्त नियमों के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बम्बई नगर, व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/61/89-न्या.]

S.O. 2621.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Hareshwar Dharmay Vaithy, Advocate for appointment as a Notary to practise in Bombay.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/61/89-Judl.]

नई दिल्ली, 20 सितम्बर, 1989

का.आ. 2622.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि पुष्पोत्तम मित्तल, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे समस्त भारत के लिए व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/57/89-न्या.]

New Delhi, the 20th September, 1989

S.O. 2622.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Purshottam Mittal, Advocate for appointment as a Notary to practise in whole of India.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/57/89-Judl.]

नई दिल्ली, 21 सितम्बर, 1989

का.आ. 2623.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री प्रताप सिंह दाहिदा, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे सोनीपत जिला

हरीयाणा में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/56/89-न्या.]

के.एल. शर्मा, सक्षम प्राधिकारी

New Delhi, the 21st September, 1989

S.O. 2623.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Pratap Singh Dahiya, Advocate for appointment as a Notary to practise in Sonapat Haryana.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/56/89-Judl.]

K. L. SARMA, Competent Authority

गृह मंत्रालय

नई दिल्ली, 3 अक्टूबर, 1989

का.आ. 2624.—संविधान के अनुच्छेद 258 के खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति, गुजरात सरकार की सहमति से—

(1) पोर्बन्दर 2 के जिला पुलिस अधीक्षक; और

(2) जिला पुलिस अधीक्षक, गांधीनगर

को भी एतद्वारा विदेशी अधिनियम, 1946 (1946 का 31) की धारा 3 की उपधारा (2) के खंड (क), (ख), (ग), (घ), तथा इ (iii) में विनिर्दिष्ट आदेशों को निम्नलिखित शर्तों के अधीन जारी करने हेतु केन्द्रीय सरकार के कृत्य सौंपे हैं, अर्थात् :—

(क) कि इस प्रकार सौंपे गए कृत्य पाकिस्तानी राष्ट्रों के संबंध में किए जाएंगे;

(ख) कि ऐसे कृत्यों को करते समय उक्त जिला पुलिस अधीक्षक उन सामान्य या विशेष निदेशों का अनुपालन करेंगे जो गुजरात सरकार अथवा केन्द्रीय सरकार द्वारा, समय-समय पर जारी किए जाएंगे; और

(ग) कि इस प्रकार कृत्यों को सौंपे जाने के बावजूद यदि किसी मामले में केन्द्रीय सरकार उचित समझे तो वह उक्त कृत्यों में से किसी कृत्य को रव्य भी कर सकती।

[सं. 12011/1/89-एच. III]

एम. बालगोपालन, चक्र सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 3rd October, 1989

S.O. 2624.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President, with the consent of the Government of Gujarat, hereby entrusts also to :—

(i) The District Superintendent of Police, Porbander; and

(ii) The District Superintendent of Police, Gandhinagar; the functions of the Central Government in making orders of the nature specified in clauses (a), (b), (c), (cc) and e(ii) of

sub-section (2) of section 3 of the Foreigners Act, 1946 (31 of 1946) subject to the following conditions namely:—

- (a) that the functions so entrusted shall be exercise in respect of nationals of Pakistan;
- (b) that in the exercise of such functions the said District Superintendent of Police shall comply with such general or special directions as the Government of Gujarat or the Central Government may from time to time issue; and
- (c) that notwithstanding this entrustment, the Central Government may itself exercise any of the said functions should it deem fit to do so in any case.

[No. 12011/1/89-F.III]

M. BALAGOPALAN, Under Secy.

(आसूचना ब्यूरो)

नई दिल्ली, 3 अक्टूबर, 1989

का.श. 2525.—अधिसूचना ब्यूरो (गृह मंत्रालय), नई दिल्ली के बाह्य स्थित कार्यालय "सहायक आसूचना ब्यूरो भोपाल, मध्य-प्रदेश" के 80% प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है। अतः केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में ब्यूरो के भोपाल कार्यालय का एतद्द्वारा अधिसूचित करती है।

[सं. 11/10/89/हिन्दी-6726]

आर.एन. सेन गुप्त, अपर उप निदेशक

(Intelligence Bureau)

New Delhi, the 3rd October, 1989

S.O. 2625.—Over 80 per cent officers/employees working in the "Subsidiary Intelligence Bureau, Bhopal, Madhya Pradesh" under the Intelligence Bureau (Ministry of Home Affairs) New Delhi have since acquired working knowledge of Hindi. As such, in pursuance of Sub-rule (4) of rule (10) of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the above-mentioned office of the Intelligence Bureau located at Bhopal.

[No. 11/10/89-Hindi-6726]

R. N. SEN GUPTA, Addl. Dy. Director

कार्मिक, लोक शिक्षा और तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 27 सितम्बर, 1989

का.श. 2626.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उत्तर प्रदेश राज्य सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार निम्नलिखित अपराधों के अन्वेषण के लिए संपूर्ण उत्तर प्रदेश राज्य पर करती है, अर्थात्:—

- (क) उत्तर प्रदेश राज्य में, पुलिस थाना पौड़ी जिला पौड़ी गढ़वाल में अभिदूकित उमेश जोशाम, पुत्र स्व. श्री दया राम के गृहस्थमय दंग से गोबर हो जाने से संबंधित मामला सं 21/1988 की तारीख भारतीय खंड संहिता 1860 (1860 का 45) की धारा 120ख और 384 के अधीन दणनीय अपराध।

(ख) अपर वर्णित एक या अधिक अपराधों के संबंध में या उनसे सम्बन्धित प्रयत्न, दुष्प्रेरण और पड़ोस तथा उन्हा तन्त्रों से उत्पन्न होने वाले वैसे ही सशस्त्र अपराधों के अनुक्रम में किया गया या किए गए कोई कार्य अथवा अपराध।

[संख्या 228/25/88-द.वा.ई. (ii)]

जी. नारायणन, अपर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES & PENSIONS

(Department of Personnel and Training)

ORDER

New Delhi, the 27th September, 1989

S.O. 2626.—In exercise of the powers conferred by sub-section (1) of section 5, read with section 6, of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government, with the consent of the State Government of Uttar Pradesh hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of offences as hereunder:

- (a) Offences punishable under sections 120-B and 364 of the Indian Penal Code 1860 (45 of 1860) in regard to case No. 21/1988 relating to mysterious disappearance of Shri Umesh Dobhal, son of Late Shri Daya Ram, registered at Police Station, Pauri District, Pauri Garhwal in the State of Uttar Pradesh.
- (b) Attempts abetments and conspiracies in relation to or in connection with one or more of the offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/25/88-AVD.II]

G. SITARAMAN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आयकर

नई दिल्ली, 8 अगस्त, 1989

का.श. 2627. आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-जी. की उपधारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा उक्त खंड के प्रयोजनार्थ तमिलनाडु तथा केरल के राज्यों में समस्त स्थानों के लिए "जल फिरोज कब्रवाला दार-ए-मेहर (अग्नि मंदिर)" मद्रास को एक विख्यात सार्वजनिक पूजा स्थल के रूप में अधिसूचित करती है।

[सं. 8427/फा.स. 176/10/89/आ.कर (नि. - 1)]

आनन्द किशोर, अपर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

INCOME-TAX

New Delhi, the 8th August, 1989

S.O. 2627.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Jal Phiroj Clubwala Dar-E-Mehar (Fire Temple)" Madras to be a place of public worship of renown throughout the States of Tamilnadu and Kerala for the purpose of the said clause.

[No. 8427/F. No. 176/10/89 IT(A)]

ANAND KISHORE, Under Secy.

(आयकर)

नई दिल्ली, 15 सितम्बर, 1989

का.आ. 2628: इस कार्यालय की दिनांक 29-5-1986 की अधिसूचना सं. 6737 (फा.सं. 203/141/84-आयकर नि.-II) के अनुक्रम में, सर्व साधारण को जानकारी के लिए एतद्वारा यह अधिसूचना किया जाता है कि विहित प्राधिकारी अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उप धारा (i) के खण्ड (ii) (पैसी/एक/दो/तीन) के प्रयोजनों के लिए "इंस्टीट्यूशन" प्रयोग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :-

(1) यह कि स्कीटक सेंटर (मासिक लाल साइंटिफिक रिसर्च फाउण्डेशन) 131, काण्डिवली इण्डस्ट्रियल एस्टेट, काण्डिवली वेस्ट बम्बई अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(2) यह कि उक्त इंस्टीट्यूट अपने वैज्ञानिक अनुसंधान संबंधी कार्यों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रतिवर्ष 31 मई तक ऐसे प्रपत्रों में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(3) यह कि उक्त इंस्टीट्यूट अपनी कुल आय तथा व्यय वार्षिक रूप अपने संपरीक्षित वार्षिक लेखों को तथा अपनी परिसम्पत्तियों, देनदारियों वार्षिक रूप तुलन पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी के पास प्रस्तुत करेगा तथा इन वस्तुओं में से प्रत्येक की एक-एक प्रति केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली, आयकर महा-निदेशक (छूट), कलकत्ता तथा संबंधित आयकर आयुक्त के पास भेजेगा।

(4) यह कि उक्त इंस्टीट्यूट केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली तथा आयकर महानिदेशक (छूट), कलकत्ता को प्रतिरिक्त अवधि बढ़ाने के लिए आवेदन करेगा।

इंस्टीट्यूशन

स्कीटक सेंटर (मासिक लाल साइंटिफिक रिसर्च फाउण्डेशन) 131, काण्डिवली इण्डस्ट्रियल एस्टेट, काण्डिवली वेस्ट, बम्बई।

यह अधिसूचना दिनांक 1-4-1985 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं. 8455 (फा.सं. 203/19/87-आयकर नि. II)]

निशि नायर, अवर सचिव

XV.L HMOONI

New Delhi, the 15th September, 1989

S.O. 2628.—In continuation of this Office Notification No. 6737 (F. No. 203/141/84-ITA. II) dated 29-5-1986 it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty Five/One/Two) of the Income-tax Act, 1961 read with rule 6 of the Income-tax Rules, 1962 under the Category "Institution" subject to the following conditions:—

- That Sci-Tec Centre (Maneklal Scientific Research Foundation) 131 Kandivli Industrial Estate, Kandivli West Bombay, will maintain a separate account of sums received by it for scientific research.
- That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such form as may be laid down and intimated to them for this purpose by 31st May each year.

(iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their income and expenditure and Balance sheet showing its assets, liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi, DGIT (Exemption) Calcutta and the Concerned Commissioner of Income-tax.

(iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi and DGIT (Exemption) Calcutta for further extension.

INSTITUTION

Sci-Tec Centre (Maneklal Scientific Research Foundation) 131 Kandivli Industrial Estate, Kandivli West, Bombay.

This Notification is effective for a period from 1-4-1985 to 31-3-1989.

[No. 8455 (F. No. 203/19/87-ITA. II)]

NISHI NAIR, Under Secy.

(आयिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 29 सितम्बर, 1989

का.आ. 2629:—भारतीय औद्योगिक विकास बैंक अधिनियम 1964 (1964 का 18) की धारा 9 के खण्ड (क) के उप खंड (i) उपधारा (1) के खंड (ग) और खण्ड (गक) तथा उक्त अधिनियम के उपर्युक्त प्रावधानों के प्रयोजन के लिए केन्द्रीय सरकार एतद्वारा "भारतीय पर्यटन वित्त निगम लिमिटेड" को वित्तीय संस्था विनिर्दिष्ट करती है।

[फा.सं. 10(86)/आई.एफ. 1/87]

एच.एस. कुमार, उप सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 29th September, 1989

S.O. 2629.—In exercise of the powers conferred by sub-clause (i) of clause (a), clause (c) and clause (ca) of sub-section (1) of section 9 of the Industrial Development Bank of India Act, 1964 (18 of 1964) and for the purposes of the aforesaid provisions of the said Act, the Central Government hereby specifies the "Tourism Finance Corporation of India Limited" as a financial institution.

[F. No. 10(86)/IF. 1/87]

H. S. KUMAR, Dy. Secy.

नई दिल्ली, 29 सितम्बर, 1989

का.आ. 2630:—बैंकारी विनियम अधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सकारिश से एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा के उपबन्ध केवेलिक सॉरियन बैंक लि. पर केवल राज्य के जिला कोट्टायम बैकुम तालुका में प्राप्त चेम्बु के सर्वेक्षण सं. 198/9 के अस्तित्व इसके द्वारा धारित एक एकड़ 81 सेंट की प्रचल सम्पत्ति के संबंध में 27 जून, 1992 तक की अवधि तक लागू नहीं होंगे।

[संख्या 18/14/87-बी.जी. III]

प्राण नाथ, अवर सचिव

New Delhi, the 29th September, 1989

S.O. 2630.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Catholic

Syrian Bank Ltd. upto 27th June, 1992 in respect of immovable property of one acre 81 cents held by it under survey No. 198/9 of Chembu village in Valikom Taluk, Kottayam District, Kerala State.

[No. 15/14/87-B. O. III]

PRAN NATH, Under Secy.

राजिष्य मंत्रालय

नई दिल्ली, 14 अक्टूबर, 1989

का.भा. 2631:—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रबल कृतियों का प्रयोग करते हुए, निर्यात निरीक्षण परिषद कर्मचारी (वर्गीकरण, नियंत्रण तथा अपील) नियम, 1978 का और संशोधन करने के लिए निम्न-लिखित नियम बनाती है, अर्थात्:—

- (1) इन नियमों का संक्षिप्त नाम निर्यात निरीक्षण परिषद कर्मचारी (वर्गीकरण, नियंत्रण तथा अपील) संशोधन नियम, 1989 है।
- (2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।
- निर्यात निरीक्षण परिषद कर्मचारी (वर्गीकरण, नियंत्रण और अपील) नियम, 1978 की अनुसूची के अन्तर्गत पर निम्नलिखित अनुसूची रखी जाएगी। अर्थात्:

“अनुसूची”

[नियम 9 (2) के अन्तर्गत]

कर्मचारी	पदों का विवरण	निम्नलिखित अधिकारी	आस्तियों अधिरोपित करने के लिए सक्षम अधिकारी और वे आस्तियों अधिरोपित कर सकेंगे।	अपील अधिकारी
(1)	(2)	(3)	(4)	(5)
1. संयुक्त निदेशक के रैंक तक सभी पद	निदेशक	(1) निदेशक, (2) अपर निदेशक (3) संयुक्त निदेशक	संयुक्त निदेशक के रैंक तक सभी (1) से (4) तक उप निदेशक के रैंक तक सभी (1) से (4) तक	अध्यक्ष निदेशक अपर निदेशक
2. अपर निदेशक	अध्यक्ष केन्द्रीय सरकार के अनुमोदन के अधीन रहते हुए	(1) अध्यक्ष (2) निदेशक	सभी (1) से (4) तक	केन्द्रीय सरकार अध्यक्ष
3. निदेशक	केन्द्रीय सरकार	(1) केन्द्रीय सरकार (2) अध्यक्ष	सभी (1) से (4) तक	केन्द्रीय सरकार केन्द्रीय सरकार

टिप्पण: नुस अधिवृत्त का.भा. 42 द्वारा भारत के राजपत्र, तारीख 7 अक्टूबर, 1978 में प्रकाशित की गई थी और का.भा. 1442 तारीख 5 मई, 1979, का.भा. 1020 तारीख 19 अप्रैल, 1980 और का.भा. 856 तारीख 8 अक्टूबर, 1982 द्वारा संशोधित की गई।

[सं. 3 (27)/89 ई आई एंड ई पी]

MINISTRY OF COMMERCE

New Delhi, the 14th October, 1989

S.O. :—2631—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export Inspection Council Employ (Classification, Control and Appeal) Rules, 1978, namely:—

- (1) These rules may be called the Export Inspection Council Employees (Classification, Control and Appeal) Amendment Rules, 1989.
- (2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export Inspection Council Employees (Classification, Control and Appeal Rules, 1978, for the Schedule, the following Schedule shall be substituted, namely :—

SCHEDULE

[See rule 9(2)]

Sl. No.	Description of posts	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference Item numbers in rule 8)	Appellate Authority
			Authority	Penalties
(1)	(2)	(3)	(4)	(5)
1.	All posts upto the rank of Joint Director	Director	(i) Director (ii) Additional Director (iii) Joint Director	All (b) to (iv) upto the rank of Joint Director (i) to (iv) upto the rank of Deputy Director
2.	Additional Director	Chairman subject to the approval of the Central Government.	(i) Chairman (ii) Director	All (a) to (iv)
3.	Director	Central Government	(i) Central Government (ii) Chairman	All (i) to (iv)
				Chairman Director Additional Director Central Government Central Government

NOTE : The Principal Notification was published by S.O. 42 in the Gazette of India dated 7th January, 1978 and amended by S.O. 1442 dated 5th May, 1979, S.O. 1020 dated 19th April, 1980 and S. O. 556 dated 6th February, 1982.

[No. 3(27)/89-EI & EP]

का.भा. 2632 :— केन्द्रीय सरकार, निर्यात (क्वालिटी नियन्त्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, निर्यात निरीक्षण अधिकरण कर्मचारी (बर्गीकरण, नियन्त्रण तथा अपील) नियम, 1978 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :

- (1) इन नियमों का संक्षिप्त नाम निर्यात निरीक्षण अधिकरण कर्मचारी (बर्गीकरण, नियन्त्रण तथा अपील) संशोधन नियम, 1989 है।
- (2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।
- निर्यात निरीक्षण अधिकरण कर्मचारी (बर्गीकरण, नियन्त्रण तथा अपील) नियम, 1978 की अनुसूची के स्थान पर निम्नलिखित अनुसूची रखी जाएगी, अर्थात् :

अनुसूची

[नियम 9 (2) देखिए]

क्रम सं.	पदों का विवरण	नियुक्ति प्राधिकारी	शास्तियां अधिरोपित करने के लिए सक्षम प्राधिकारी और वे शास्तियां जिन्हें वह (नियम 8 में सब संख्या के प्रति निर्देश से) अधिरोपित कर सकेगा।	अपील प्राधिकारी
			प्राधिकारी	शास्तियां
1	2	3	4	5
1.	संयुक्त निदेशक के रैंक तक सभी पद	निदेशक	(1) निदेशक (2) अपर निदेशक (3) संयुक्त निदेशक	संयुक्त निदेशक के रैंक तक सभी (1) से (4) उपनिदेशक के रैंक तक (1) से (4)
2.	अपर निदेशक	अध्यक्ष केन्द्रीय सरकार के अनुमोदन के अधीन रहते हुए।	(1) अध्यक्ष (2) निदेशक	सभी (1) से (4)
				अध्यक्ष निदेशक अपर निदेशक केन्द्रीय सरकार अध्यक्ष

टिप्पण : मूल अधिनियमों भारत के राजपत्र, तारीख 7 जनवरी, 1978 में का.भा. 43 द्वारा प्रकाशित की गयी थी तथा का.भा. 1443, 5 मई, 1979 का.भा. 2982, 1 सितम्बर, 1978, का.भा. 1019 तारीख 19 अप्रैल, 1980 तथा का.भा. 557 तारीख 6 फरवरी, 1982 द्वारा संशोधित की गयी।

[सं. 3 (27)/89-ई आई एण्ड ई पी]

ए.के. चौधरी, निदेशक

S.O. 2632:—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export Inspection Agency Employees (Classification, Control and Appeal) Rules, 1978, namely :—

1. (1) These rules may be called the Export Inspection Agency Employees (Classification, Control and Appeal) Amendment Rules, 1989.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export Inspection Agency Employees (Classification, Control and Appeal) Rules, 1978 for the Schedule, the following Schedule shall be substituted, namely :—

SCHEDULE

[See rule 9(2)]

Sl. No.	Description of posts	Appointing Authority	Authority Competent to impose penalties and penalties which it may impose (with reference item numbers in rule 8)		Appellate Authority
			Authority	Penalties	
(1)	(2)	(3)	(4)	(5)	(6)
1.	All posts upto the rank of Joint Director	Director	(i) Director (ii) Additional Director (iii) Joint Director	All (i) to (iv) upto the rank of Joint Director (i) to (iv) upto the rank of Deputy Director	Chairman Director Additional Director
2.	Additional Director	Chairman subject to the approval of Central Government	(i) Chairman (ii) Director	All (i) to (iv)	Central Government Chairman

NOTE : Principal Notification was published by S.O. 43 in the Gazette of India dated 7th January, 1978 and amended by S.O. 1443 of 5th May, 1979, S.O. 2982 of 1st September, 1978, S.O. 1019 dated 19th April, 1980 and S.O. 557 dated 6th February, 1982.

[No. 3(27)89-EI & EP]

A. K. CHAUDHURI, Director.

मुख्य निर्यातक, आयात निर्यात का कार्यालय

आदेश

नई दिल्ली, 18 सितम्बर, 1989.

का.प्र. 2633—मैसर्स स्पि कैपेज/एन.के.के./टोटो कंसोर्टियम मार्फत ह्याट रेजेंसी होटल, भिकाजी कामा प्लेस रिंग रोड, नई दिल्ली-110066 को पंजीकृत माल के आयात के लिए रु. 3,88,700/ (22,790 अमरीकी डालर और 28,000 पाउंड) के मूल्य का एक ही सी पी सी. पी/जे/2097464 दिनांक 4-5-87 दिया गया था। फर्म ने सीमाशुल्क निकासी परमिट प्रति की धनपूर्ति प्रति जारी करने के लिए आवेदन किया है क्योंकि मूल सीमाशुल्क निकासी परमिट प्रति खो भ्रष्ट हो चुका है। यह भी बताया गया है कि लाइसेंस एयर कार्गो (कस्टम हाउस) नई दिल्ली के पास पंजीकृत था और उसका पूर्ण उपयोग किया गया है। सीमाशुल्क निकासी परमिट की धनपूर्ति प्रति पंजीकृत माल के पुनर्निर्यात प्रयोजन हेतु वांछनीय है।

2. अपने तर्कों के समर्थन में लाइसेंस-होल्डर ने शपथ अधिकारी दिल्ली के सामने विधिवत शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र दाखिल किया है। तदनुसार मैसर्स स्पि कैपेज/एन.के.के./टोटो कंसोर्टियम मार्फत ह्याट रेजेंसी होटल, भिकाजी कामा प्लेस, रिंग रोड, नई दिल्ली-110066 को जारी किये गये सीमाशुल्क निकासी परमिट सं. पी/जे/2097464 दिनांक 4-5-87 को एतद्वारा रद्द किया जाता है।

3 पार्टी को उक्त सीमाशुल्क निकासी परमिट की सीमाशुल्क प्रयोजन प्रति प्रलग से जारी की जा रही है।

[सं. सी.जी.-3/1941/6/8687]

बी.प्र. अहीर, उप मुख्य निर्यातक, (आयात निर्यात)

OFFICE OF THE CHIEF CONTROLLER OF IMPORTS AND EXPORTS

ORDER

New Delhi, the 18th September, 1989

S.O. 2633.—M/s. Spie Capage/NNK/Toto Consortium, C/o. Hyatt Regency Hotel, Bhikaji Cama Place, Ring Road, New Delhi-110066 were granted CCP oN. P/J/2097464, dated 4-5-1987 for Rs. 8,38,700 (US\$ 22,790 & £ 28,000) for import of capital goods. The firm has applied for issue of duplicate copy of Custom Clearance Permit has been lost or misplaced. It has further been stated that the licence has been registered with Air Cargo (Custom House), New Delhi and utilised fully. The Duplicate copy of Custom Clearance Permit required is for re-export purpose of the Capital goods.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Oath Commissioner, Delhi. I am accordingly satisfied that the Original Custom Clearance Permit No. P/J/2097454, dated 4-5-1987 has been lost or misplaced by the firm. In Exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said Custom Clearance Permit No. P/J/2097464, dated 4-5-1987 issued to Spie-Capag/NNK/Toto Consortium C/o Hyatt Regency Hotel, Bhikaji Cama Place, Ring Road, New Delhi-110066 is hereby cancelled.

3. Duplicate Custom Purpose copy of the said Custom Clearance Permit is being issued to the party separately.

[No. CG. III/1941/6/86-87]

B. R. AHIR, Dy. Chief Controller
of Imports & Exports.

आवेदन

नई दिल्ली, 8 अक्टूबर, 1989

क्र.मा. 2634.-मे. क्रैसेंट कम्प्यूटर्स प्रा.लि., बी. 74, ओखला औद्योगिक क्षेत्र, फेज 2, नई दिल्ली 20 को जी.सी.ए. के प्रत्यक्ष संलग्न सूची के अनुसार कम्प्यूटर्स के आयात हेतु रु. 11,28,300 (ग्यारह लाख अट्ठाईस हजार और तीन सौ मात्र) के लिए दिनांक 24-6-88 का एक आयात लाइसेंस सं. पी./एस./1096917 स्वीकृत किया गया था।

2. फर्म ने ऊपर उल्लिखित लाइसेंस की सीमाशुल्क प्रयोजन प्रति की दूसरी प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति उनसे खो गई है या गुम हो गई है। प्राप्ति यह भी कहा गया है कि सीमाशुल्क प्रयोजन प्रति को सीमाशुल्क प्राधिकारी नई दिल्ली के यहाँ पंजीकृत कराया गया था और इस प्रकार उस पर केवल 11,367 रुपये के मूल्य का प्रयोग किया गया है।

3. अपने घाने के समर्थन में लाइसेंसधारक ने नोटरी पब्लिक नई दिल्ली के समक्ष विधिवत् शपथ लेते हुए स्टाम्प पेपर पर एक हस्ताक्षर भी दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि 24-6-88 के आयात लाइसेंस सं. पी./एस./1096917 की मूल सीमाशुल्क प्रयोजन प्रति फर्म द्वारा खो गई है या गुम हो गई है। प्रवासनोपधित 7-12-1955 के आयात (नियंत्रण) आदेश 1955 के उप-खण्ड 9(सी.सी.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए क्रैसेंट कम्प्यूटर्स प्रा.लि., नई दिल्ली को जारी की गई 24-6-88 की मूल सीमाशुल्क प्रयोजन प्रति सं. पी./एस./1096917 को एतद्वारा रद्द किया जाता है।

4. उक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की दूसरी प्रति पाठों को अलग से जारी की जा रही है।

[सं. सजी/एन.एस.-12/1549/एसएस आई/ए. एम. 8/एस एल एस]

सं. कुजूर, उप मुख्य नियंत्रक (आयात-निर्यात)

ORDER

New Delhi, the 5th October, 1989

S.O. 2634.—M/s. Crescent Computers Pvt. Ltd., B-74, Okhla Industrial Area, Phase-II, New Delhi-20 were granted an import licence No. P/S/1096917, dated 24-6-1988 for Rs. 11,28,300 (Rupees Eleven lakhs, Twenty eight thousand and Three hundred only) for import Components as per list attached under G.C.A.

2. The firm has applied for issue of Duplicate copy of Customs purposes copy of the above mentioned licence on the ground that the original Customs Purposes copy of the licence has been lost or misplaced. It has further been stated that the Customs purposes copy of the licence was registered with Customs Authority, New Delhi and as such the value of Customs Purposes copy has been utilised for Rs. 11,367 only.

3. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public New Delhi. I am accordingly satisfied that the original Customs Purposes copy of import licence No. P/S/1096917, dated 24-6-1988 has been lost or misplaced by the firm. In exercise of the powers conferred under sub clause 9(cc) of the Import (Control) Order 1955, dated 7-12-1955

as amended the said original Customs Purposes copy No. P/S/1096917, dated 24-6-1988 issued to M/s. Crescent Computer Pvt. Ltd., New Delhi is hereby cancelled.

4. A duplicate Customs Purposes copy of the said licence is being issued to the party separately.

[No. Suppl/NS-12/1549/SSI/AM. 88/SLS/675]

S. KUJUR, Dy. Chief Controller of
Imports & Exports.

पेट्रोसियम और प्राकृतिक गैस मंत्रालय

(पेट्रोसियम विभाग)

नई दिल्ली, 22 सितम्बर, 1989

क्र.मा. 2635.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि इसमें राज्य में लाकडा हस्त-36 से जी पी एस-8 तक पेट्रोसियम के परिवहन के लिये पाइप लाइन तैल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाठ्य अनुसूची में बंजित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोसियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्थ) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि की नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त शिवसागर/नोरहाट, इसमें के कार्यालय में इस अधिमूर्चना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनियमितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधिव्यवसायी की माफ़त।

अनुसूची

आर.ओ. डब्ल्यू.टी.-36 से जी पी एस

राज्य—असम

जिला—शिवसागर

तालुका—जिलाकूटि

नाम	सर्वे नम्बर	हैक्टर	ऐरे	चेनिऐरे
1	2	3	4	5
विषयवाशि	8/ब	0	1	20
	9/ब	0	3	75
	10/ब	0	4	41
	12/ब	0	3	61
	14/ब	0	4	55
	15/ब	0	1	74
	16/ब	0	1	67
	17/ब	0	0	27
	16/ग	0	2	81
	22/ब	0	1	74
	22/ग	0	0	46
	48/ब	0	0	80

[सं. जी-11027/108/88-जी एन जी/बी-3]

MINISTRY OF PETROLEUM AND NATURAL GAS

(Department of Petroleum)

New Delhi, the 22nd September, 1989

S.O. 2635.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Lakwa LT-36 to GGS-4 in Sibsagar Dist., Assam, Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. from LT-36 to GGS-4

State : Assam Distt. : Sibsagar Taluk : Sialkuti

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Dighalpashi Gaon	8/Kha	0	1	20
	9/Kha	0	3	75
	10/Kha	0	4	41
	12/Kha	0	3	61
	14/Kha	0	4	55
	15/Kha	0	1	74
	16/Kha	0	1	07
	17/Kha	0	0	27
	16/Ga	0	2	81
	22/Kha	0	1	74
	22/Ga	0	0	40
	48/Kha	0	0	80

[No. O-11027/105/89-ONG/D-III]

का.आ. 2636.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में लाक्वा कूप-99 से जी जी एस-4 तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.ओ.यू. लोक्वा कूप नं. 99 से जी जी एस-4 तक

राज्य : असम जिला : शिवसागर तालुक : शिलाकूटि

ग्राम	सर्वे नंबर	हेक्टर	ऐरे	सेन्टिएरे
तिपमिया गांव	35/ख और ग	0	7	76
	46/ख	0	1	61
	80/ख	0	0	40
	81/ख और ग	0	5	89
	82/ख	9	1	07
	636/ख	0	4	01

[सं. ओ-11027/106/89-ओ एन जी/डी-3]

S.O. 2636.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Lakwa Well No. 99 to GGS-4 in Sibsagar Dist., Assam, Pipelines should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

LAND SCHEDULE

R O U from Laka Well No. 99 to Lakwa GGS-4

State : Assam Distt. : Sibsagar Taluk : Silakuti

Village	Survey No.	Hec-tare	Are	Centiare
Tipomia Gaon	35/Kha & GA	0	7	76
	46/Kha	0	1	61
	80/Kha	0	0	40
	81/Kha & GA	0	5	89
	82/Kha	0	1	07
	636/Kha	0	4	01

[No. O-11027/106/89-ONG/DIII]-

का.प्र. 2637—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकी जी जी एम-2 में बिखो जंक्शन पाईन्ट तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

कथन कि उक्त भूमि में निम्नलिखित कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप उठाये, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिनियम की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति धित्तिष्ठतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसको सुनवाई अस्मिन् हो या किसी विधि व्यवसायी की सहायता।

अनुसूची

आर ओ ऊ ने जी जी एम-2 में बिखो जंक्शन पाईन्ट

राज्य : असम जिला : शिवसागर तालुका : अतखेत

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टीऐर
1	2	3	4	5
गानमइ गाँव	9/ख	0	0	9.4
	11/ख	0	0	6.7
	14/ख	0	0	5.4
	50/ख	0	7	3.6
	52/ख	0	17	3.9
	57/ख	0	0	9.4
	57/घ	0	4	0.1
	58/ख	0	0	6.7
	58/ग	0	1	6.1
	59/ख	0	6	0.2
	94/ख	0	6	6.9
	94/घ	0	5	2.2
	95/ख	0	6	1.5
	101/ख	0	36	9.3
	101/घ	0	4	9.5
	597/ख	0	6	4.2
	597/घ	0	10	8.4
	597/घ	0	0	9.1
	597/क	0	1	4.7
	597/ख	0	3	2.1
	598/ख	0	6	4.2
	598/घ	0	1	8.7

1	2	3	4	5
गानमइ गाँव -- जारी	602/ख	0	3	6.1
	611/ख	0	5	0.8
	611/घ	0	2	5.4
	611/घ	0	5	3.5
	611/ग	0	22	6.1
	611/घ	0	9	2.3
	611/म	0	5	0.8
	633/ख	0	0	4.0
	647/ख	0	9	3.6
	648/ख	0	0	6.7
	661/ख	0	8	5.6
	662/ग	0	1	2.0
	662/घ	0	1	0.7
	671/ख	0	2	1.4
	672/ख	0	8	1.6
	673/ख	0	2	5.1
	678/ख	0	6	6.9
	681/ख	0	1	8.7
	697/ख	0	4	2.8
	698/ख	0	12	3.1
	698/घ	0	0	6.7
	700/ख	0	9	6.3
	718/ख	0	2	1.4
	719/ख	0	2	1.1
	720/ख	0	0	9.4
	732/ख	0	11	5.1
	1215/ख	0	2	1.4
	6/ख	0	1	4.7
	49/ख	0	1	7.1
	60/ख	0	2	9.4
	60/घ	0	0	1.3
	61/ख	0	2	1.4
	62/ख	0	1	6.1
	63/ख	0	0	2.7
	63/ग	0	2	8.1
	63/घ	0	1	8.7
	64/ख	0	5	6.2
	88/ख	0	2	8.1
	88/ग	0	0	9.4

[सं. प्रो-11027/118/89-प्रो एन जी/सी-III]

S.O. 2637.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist. Assam, Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

LAND SCHEDULE

R.O.U. from Geleki GGS-2 to Dikhow Junction Point

State : Assam	Distt. : Sibsagar	Taluk : Athkhal		
Village	Survey No.	Hec- tare	Are	Centi- are
1	2	3	4	5
Satsai Gaon	9/Kha	0	0	94
	11/Kha	0	0	67
	14/Kha	0	0	54
	50/Kha	0	7	36
	52/Kha	0	17	39
	57/Kya	0	0	94
	57/Gha	0	4	01
	58/Kha	0	0	67
	58/Ga	0	1	61
	59/Kha	0	6	02
	94/Kha	0	6	69
	94/Gha	0	5	22
	95/Kha	0	6	15
	101/Kha	0	36	93
	101/Gha	0	4	95
	597/Kha	0	6	42
	597/Gha	0	10	84
	597/Pa	0	0	94
	597/Pha	0	1	47
	597/Ja	0	3	21
	598/Kha	0	6	42
	598/Gha	0	1	87
	602/Kha	0	3	61
	611/Kha	0	5	08
	611/Gha	0	2	54
	611/Cha	0	5	35
	611/Pa	0	22	61
	611/Ba	0	9	23
	611/MA	0	5	08
	633/Kha	0	0	40
	647/Kha	0	9	36
	648/Kha	0	0	67
	661/Kha	0	8	56
	662/Ga	0	1	20
	662/Kha	0	1	07
	671/Kha	0	2	14
	672/Kha	0	8	16
	673/Kha	0	2	54
	678/Kha	0	6	69
	681/Kha	0	1	87
	697/Kha	0	4	28
	698/Kha	0	12	31
	698/Gha	0	0	67
	700/Kha	0	9	63
	718/Kha	0	2	14
	719/Kha	0	2	14
	720/Kha	0	0	94
	732/Kha	0	11	51

1	2	3	4	5
Satsai Gaon—Contd. 1215/Kha		0	2	14
	6/Kha	0	1	47
	49/Kha	0	1	74
	60/Kha	0	2	94
	60/Gha	0	0	13
	61/Kha	0	2	14
	62/Kha	0	1	61
	63/Kha	0	0	27
	63/Ga	0	2	81
	63/Gha	0	1	87
	64/Kha	0	5	62
	88/Kha	0	2	81
	88/Ga	0	0	94

[No. O-11027/118/89-ONG/D. III]

का. आ. 2638:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में लाकवा कूप नं० एल टी-36 से जी जी एस-4 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तैय्य तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये आवश्यक अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवन् कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. इऊ. लाकवा कूप नं. एल टी 36 से जी जी एस 4

राज्य : असम	जिला : शिवसागर	तालुक : शिलाकुटि		
ग्राम	सर्वे नम्बर	हेक्टर	एर	सेन्टिप्रे
1	2	3	4	5
कूवर गांव	81/ख	0	3	48
	102/ख	0	2	01
	82/ख	0	3	21
	95/ख	0	1	61
	96/ख	0	1	47
	97/ख	0	1	34
	101/ख	0	7	36
	207/ख	0	2	01
	208/ख	0	1	34
	209/ख	0	3	48
	210/ख	0	3	61
	211/ख	0	0	80
	214/ख	0	2	27
	218/ख	0	1	34
	267/ख	0	3	21

[सं. ओ-11027/117/89-ओ एन जी जी/डी-III]

S.O. 2638.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Lakwa Well No. LT-36 to GGS-4 in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. from Lakwa Well No. LT-36 to GGS-4				
State : Assam	Dist. Sibsagar	Taluk : Silakuti		
1	2	3	4	5
Village	Survey No.	Hec- tare	Acre	Centi- tiare
Konwar Gaon	81/Kha	0	3	48
	102/Kha	0	2	01
	82/Kha	0	3	21
	95/Kha	0	1	61
	96/Kha	0	1	47
	97/Kha	0	1	34
	101/Kha	0	7	36
	207/Kha	0	2	01
	208/Kha	0	1	34
	209/Kha	0	3	48
	210/Kha	0	3	61
	211/Kha	0	0	80
	214/Kha	0	2	27
	218/Kha	0	1	34
	267/Kha	0	3	21

[No. O-11027/117/89-ONG/D-III]

का. आ. 2639—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में लाक्वा वेल नं०-एल टी-36 से जी जी एस-4 तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पार्श्व लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आणख्य एतद्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपस्थित, शिवसागर/गोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. ई. लाक्वा वेल नं. एल टी 36 से जी जी एस-4				
राज्य : असम	जिला : शिवसागर	तालुक : शिलाकूटि		
ग्राम	सर्वे नम्बर	हेक्टर	एकड़	चौतिकरे
1	2	3	4	5
घोराचोवा गाँव	630/ख	0	3	88
	639/ख	0	1	87
	640/ख	0	1	34
	626/घ	0	1	20
	626/ख	0	1	47
	631/ख	0	0	40
	631/घ	0	1	47
	629/ख	0	2	68
	637/ख	0	1	87

[सं. आ.-11027/104/89-आ. एन. जा./ डा. III]

S.O. 2639.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Lakwa Well No. LT-36 to GGS-4 in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner

LAND SCHEDULE

R.O.U. from Lakwa Well No. LT-36 to GGS-4

State : Assam	Dist. : Sibsagar	Taluk : Silakuti		
Village	Survey No.	Hec- tare	Acre	Centi- tiare
1	2	3	4	5
Ghorachowa Gaon	630/Kha	0	3	88
	639/Kha	0	1	87
	640/Kha	0	1	34
	626/Gha	0	1	20
	626/Kha	0	1	47
	631/Kha	0	0	40
	631/Gha	0	1	47
	629/Kha	0	2	68
	637/Kha	0	1	87

[No. O-11027/104/89-ONG/D-1]

LAND SCHEDULE

R.O.U. from Geleki GGS-2 to Dikhow Junction Point

State : Assam Dist. Sibsagar Taluk : Athkhel

Village	Survey No.	Hec- taro	Are	Cen- tiare
Geleki Grant No. 1	1/Kha	0	0	27
	3/Kha	0	0	27
	4/Kha	0	4	68
	77/Kha	0	13	24

[No. O-11027/108/89-ONG/D III]

का. आ. 2640 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकी जी जी एस-2 से दिखी जंक्शन प्वाइन्ट तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और, यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनक्वायर्ड भूमि में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

यतः, अब, पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एनक्वायर्ड घोषित किया है।

अतः कि उक्त भूमि में हितवद् कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आशय उपायुक्त, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आशय करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. आ. ईऊ गेलकी जी जी एस-2 से दी. जे. पा.

राज्य असम	जिला शिवसागर	तालुक	ग्रामखेख	
ग्राम	सर्वे नम्बर	हेक्टर	ऐर	सेन्टिऐर
1	2	3	4	5
गेलकी ग्रांट-1	1/ख	0	0	27
	3/ख	0	0	27
	4/ख	0	4	68
	77/ख	0	13	24

[सं. ओ-11027/108/89-ओ एन जी/डी III]

S.O. 2640.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission,

And, whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto,

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And, every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

का. आ. 2641 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकी जी जी नं. 13 से गेलकी से गेलकी जी जी नं.-29 तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और, यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनक्वायर्ड भूमि में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एनक्वायर्ड घोषित किया है।

अतः कि उक्त भूमि में हितवद् कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आशय उपायुक्त, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आशय करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत हो।

अनुसूची

आर. ओ. यू. आर जी. 13 से जी. 29 तक।

राज्य—असम	जिला—शिवसागर	तालुक—ग्रामखेख		
ग्राम	सर्वे नम्बर	हेक्टर	ऐर	सेन्टिऐर
1	2	3	4	5
गोहाई गांव	801/ख	0	12	71
	799/ख	0	11	77

[सं. ओ.-11027/119/89-ओ एन जी/डी III]

S.O. 2641.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki Well No. G-13 to G-29 in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission,

And, whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto,

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. from Geleki Well No. G-13 to Geleki Well No. 2.9

State : Assam Dist. Sibsagar : Taluk : Athkhel

Village	Survey No.	Hec- Tare	Are ¹	Centi- tiare
1	2	3	4	5
Gohain Gaon	801/Kha	0	12	71
	799/Kha	0	11	77

[No. O-11027/119/89-ONG/D. III]

का. प्रो. 2642—यत्. केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकी जी जी एम-2 में दिखी जंक्शन प्वाइन्ट तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तैयार तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

आर. यत, यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनर्वाइज्ड अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

यत्, अब, पेट्रोलियम और खनिज पार्श्व साईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने इसमें उपयोग का अधिकार अर्जित करने का अपना आशय एनर्वाइज्ड घोषित किया है।

वर्तन कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उक्त भूमि को नीचे पाइप लाइन बिछाने के लिये आक्षेप उठाये, शिबसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित यह भी समझ करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.ओ.इ.क.गलकी जी.ओ.ए.म-2 में दिखी जंक्शन प्वाइन्ट तक

राज्य—असम जिला—शिबसागर तालुक—आठखेल।

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिएर
1	2	3	4	5
हुंसागा गांव	150/ख	0	7	36
	251/ख	0	1	28
	255/ख	0	3	61
	258/ख	0	4	55
	263/ख	0	2	27
	262/ख	0	1	34
	268/ख	0	7	36
	269/ख	0	5	22
	270/ख	0	4	61

1	2	3	4	5
	271/ख	0	2	11
	351/ख	0	3	21
	488/ख	0	2	81
	352/ख	0	1	31
	353/ख	0	1	20
	353/ग	0	1	47
	355/ख	0	2	81
	356/ख	0	1	20
	357/ख	0	3	21
	481/ख	0	1	20
	358/ख	0	2	51
	359/ख	0	1	87
	480/ख	0	2	11
	529/ख	0	2	11
	535/ख	0	8	29
	481/ख	0	3	48
	483/ख	0	2	14
	482/ख	0	2	01
	754/ख	0	1	87
	486/ख	0	0	67
	487/ख	0	4	82
	519/ख	0	8	70
	528/ख	0	0	80
	526/ख	0	13	39
	536/ख	0	0	44
	545/ख	0	4	95
	723/ख	0	2	94
	884/ख	0	24	62
	886/ख	0	1	87
	888/ख	0	4	28
	398	0	2	41
	899/ख	0	0	80
	901/ख	0	3	48

[सं. भो-11027/119/89-ओ एन जी डी III]

S.O. 2642.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U from Geleki GGS No. 2 to Dikhow Junction point.

State : Assam	Dist : Sibsagar	Taluk : Athkhel		
Village	Survey No.	Hec-tare	Are Centiare	
Hudupara Gaon	150/Kha	0	7	36
	254/Kha	0	4	28
	255/Kha	0	3	61
	258/Kha	0	4	55
	263/Kha	0	2	27
	262/Kha	0	1	34
	268/Kha	0	7	36
	269/Kha	0	5	22
	270/Kha	0	4	01
	271/Kha	0	2	14
	351/Kha	0	3	21
	488/Kha	0	2	81
	352/Kha	0	1	34
	353/Kha	0	1	20
	353/Ga	0	1	47
	355/Kha	0	2	81
	356/Kha	0	1	20
	357/Kha	0	3	21
	484/Kha	0	1	20
	358/Kha	0	2	54
	359/Kha	0	1	87
	480/Kha	0	2	14
	529/Kha	0	2	14
	535/Kha	0	8	29
	481/Kha	0	3	48
	483/Kha	0	2	14
	482/Kha	0	2	01
	754/Kha	0	1	87
	486/Kha	0	0	67
	487/Kha	0	4	82
	519/Kha	0	8	70
	528/Kha	0	0	80
	526/Kha	0	13	39
	536/Kha	0	0	94
	545/Kha	0	4	95
	723/Kha	0	2	94
	884/Kha	0	24	62
	886/Kha	0	1	87
	888/Kha	0	4	28
	898/Kha	0	2	41
	899/Kha	0	3	48
	901/Kha	0	0	80

[No O-11027/110/89-ONG/D. III]

का.आ. 2643:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में खेलकी जी जी एस-2 से दिखी जंगल पारिस्ट तक पेट्रोलियम के परिवहन के लिये पाइप लाइन सेत तथा प्राकृतिक गैस आयेन द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी जगहों को बिछाने के प्रयोजन के लिये पन्द्रासद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय

सरकार ने उसमें उपयोग का अधिकार अर्जित करने का आगत आगत पत्रद्वारा घोषित किया है।

यहर्ने कि उक्त भूमि में त्रितवद्ध कोई व्यक्ति, उस भूमि में नीचे पाठ्य लाइन बिछाने के लिये आयेन उपायुक्त शिवसागर/जोरहट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

अनुसूची

आ. ओ. डड. नैवर्णी जी.जी.एस.-2 में दिखी जंगल पारिस्ट

राज्य—असम जिला—शिवसागर तालुका—अ. डड.खे.।

ग्राम	सर्वे नम्बर	हेक्टर	गैर	मैनि- हेर
1	2	3	4	5
इलाखिया नाम	204/ख	0	11	51
	542/ख	0	0	54
	207/ख	0	8	03
	211/ख	0	4	68
	212/ख	0	1	20
	385/ख	0	3	08
	423/ख	0	12	50
	1228/ख	0	2	54
	1315/ख	0	2	01
	386/ख	0	5	48
	386/घ	0	6	42
	421/ख	0	6	42
	387/ख	0	4	13
	392/ख	0	2	81
	517/ख		5	89
	532/ख	0	3	34
	546/ख	0	2	81
	544/ख		4	55
	552/ख	0	4	41
	820/ख	0	3	75
	549/ख	0	4	28
	550/ख	0	4	11
	821/ख	0	1	87
	822/ख	0	4	54
	1024/ख	0	5	35
	1641/ख	0	2	54
	823/ख	0	0	27
	1022/ख	0	3	08
	828/ख	0	9	10
	1038/ख	0	5	48
	1039/ख	0	6	56
	1325/ख	0	6	42
	1206/ख	0	1	87
	1207/ख	0	8	96

1	2	3	4	5
दुलाखोरिया बम	1208/ख	0	4	41
	1227/ख	0	1	87
	1221/ख	0	0	27
	1222/ख	0	3	48
	1310/ख	0	3	34
	1474/ख	0	2	54
	1223/ख	0	2	94
	1226/ख	0	2	27
	1230/ख	0	1	87
	1311/ख	0	2	14
	1470/ख	0	2	81
	1489/ख	0	2	14
	1312/ख	0	4	01
	1313/ख	0	2	01
	1319/ख	0	0	27
	1320/ख	0	2	68
	1324/ख	0	3	21
	1329/ख	0	4	55
	1370/ख	0	1	34
	1331/ख	0	3	48
	1332/ख	0	3	21
	1389/ख	0	10	17
	1341/ख	0	4	28
	1468/ख	0	1	20
	1469/ख	0	4	28
	1472/ख	0	1	47
	1473/ख	0	2	54
	1475/ख	0	4	28
	1488/ख	0	2	41
	1539/ख	0	2	41
	1657/ख	0	3	88

[सं. ओ-11027/109/89-ओ एन जी/डी-3]

S.O. 2643.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist., Assam, Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE				
R.O.U. from Geleki GOS-2 to Dikhow Junction point.				
State : Assam	Dist. : Sibsagar	Taluk : Athkhel		
Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Dulakhoria Bam	204/Kha	0	11	51
	542/Kha	0	0	54
	207/Kha	0	8	03
	211/Kha	0	4	68
	212/Kha	0	1	20
	385/Kha	0	3	08
	423/Kha	0	12	58
	1228/Kha	0	2	54
	1315/Kha	0	2	01
	386/Kha	0	5	48
	386/Gha	0	6	42
	421/Kha	0	6	42
	387/Kha	0	4	13
	392/Kha	0	2	81
	517/Kha	0	5	89
	532/Kha	0	3	34
	536/Kha	0	2	81
	544/Kha	0	4	55
	552/Kha	0	4	41
	820/Kha	0	3	75
	549/Kha	0	4	28
	550/Kha	0	4	13
	821/Kha	0	1	87
	822/Kha	0	3	34
	1024/Kha	5	5	55
	1641/Kha	0	2	54
	823/Kha	0	0	27
	1022/Kha	0	3	08
	828/Kha	0	9	10
	1038/Kha	0	5	48
	1039/Kha	0	6	56
	1325/Kha	0	6	42
	1206/Kha	0	1	87
	1207/Kha	0	8	96
	1208/Kha	0	4	41
	1227/Kha	0	1	87
	1221/Kha	0	0	27
	1222/Kha	0	3	48
	1310/Kha	0	3	34
	1474/Kha	0	2	54
	1223/Kha	0	2	94
	1226/Kha	0	2	27
	1230/Kha	0	1	87
	1311/Kha	0	2	14
	1470/Kha	0	2	81
	1489/Kha	0	2	14
	1312/Kha	0	4	01
	1313/Kha	0	2	01
	1319/Kha	0	0	27
	1320/Kha	0	2	68
	1324/Kha	0	3	21
	1329/Kha	0	4	55
	1330/Kha	0	1	34
	1331/Kha	0	3	48
	1332/Kha	0	3	21
	1339/Kha	0	10	17
	1341/Kha	0	4	28
	1468/Kha	0	1	20

1	2	3	4	5
	1469/Kha	0	4	28
	1472/Kha	0	1	47
	1473/Kha	0	2	54
	1475/Kha	0	4	28
	1488/Kha	0	2	41
	1539/Kha	0	2	41
	1657/Kha	0	3	88

[No. O-11027/109/89-ONG/D. III]

का.प्र. 2644:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में लाक्वा जी जी एस 5 से लाक्वा जी जी एस 4 तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुरक्षा व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.प्रो.ई.क. लाक्वा जि.जि.एस 5 से 4 तक।

राज्य—असम

जिला—शिवसागर तालुका—शिलाकुटि

गांव	सर्वे नम्बर	हेक्टर	ऐरे	जेस्तिऐरे
तिपमिया गांव	40/ख	0	2	68
	81/ख	0	1	61
	82/ख	0	2	41

[सं. प्रो. 1 1027/107/89-प्रो एन जो/डी 3]

S.O. 2644.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Lakwa GGS-5 to GGS-4 in Sibsagar Dist., Assam, Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

2807 GI/89—3

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. from Lakwa GGS-V to Lakwa GGS-IV

State : Assam Dist. : Sibsagar Taluk : Silakuti

Village	Sulvey No.	Hec-tare	Are	Cent-tiaar
Tipomia Gaon	40/Kha	0	2	68
	81/Kha	0	1	41
	82/Kha	0	2	6

[No. O-11027/107/89-ONG/D. III]

का.प्र. 2645:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकी जी जी एस 2 से विखी जंशण पईस्ट तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुरक्षा व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.प्रो.ई.क. गेलकी जी जी एस 2 से विखीपट

राज्य—असम

जिला—शिवसागर तालुका—जोकरतल

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	जेस्तिऐरे
1	2	3	4	5
केनेकीबाड़ी	284/ख	0	0	94
	296/ख	0	0	40
	298/ख	0	1	74
	297/ख	0	3	75
	303/ख	0	6	15
	316/ख	0	15	94
	318/ख	0	18	19
	349/ख	0	1	47
	348/ख	0	6	15
	350/ख	0	2	27
	353/ख	0	1	47
	367/ख	0	8	29
	598/ख	0	9	23
	370/ख	0	2	41

SCHEDULE

1	2	3	4	5
	568/ख	0	3	21
	371/ख	0	1	74
	372/ख	0	2	54
	373/ख	0	0	80
	373/ख	0	3	34
	401/ख	0	2	54
	404/ख	0	1	34
केतेकीबाड़ी	404/ख	0	1	34
	404/ग	0	0	27
	510/ख	0	3	34
	399/ख	0	1	34
	400/ख	0	6	42
	486/ख	0	5	89
	490/ख	0	7	09
	491/ख	0	4	28
	495/ख	0	1	87
	498/ख	0	6	69
	498/घ	0	4	82
	501/ख	0	7	09
	509/ख	0	2	81
	511/ख	0	0	67
	511/ग	0	6	42
	549/ख	0	4	55
	554/ख	0	0	27
	555/ख	0	6	15
	556/ख	0	0	67
	557/ख	0	2	94
	571/ख	0	0	40

[सं. ओ. 11027/103/89-ओ एन जी/बी 3]

S. O. 2645.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsaagar Dist., Assam, Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsaagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

R.O.Y. from Geleki GGS-2 to Dikhow Junction point

State : Assam Dist. Sibsaagar Maluk : Joktali

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Ketakibari	284/Kha	0	0	94
	296/Kha	0	0	40
	298/Kha	0	1	74
	297/Kha	0	3	75
	303/Kha	0	6	15
	316/Kha	0	15	94
	318/Kha	0	16	19
	349/Kha	0	1	47
	348/Kha	0	6	15
	350/Kha	0	2	27
	353/Kha	0	1	47
	367/Kha	0	9	29
	598/Kha	0	9	23
	370/Kha	0	2	41
	568/Kha	0	3	21
	371/Kha	0	3	21
	371/Kha	0	1	74
	372/Kha	0	2	54
	373/Gha	0	0	80
	373/Kha	0	3	34
	401/Kha	0	2	54
	404/Kha	0	1	34
	404/Ga	0	0	27
	510/Kha	0	3	34
	399/Kha	0	1	34
	400/Kha	0	6	42
	486/Kha	0	5	89
	490/Kha	0	7	09
	491/Kha	0	4	28
	495/Kha	0	1	87
	498/Kha	0	6	69
	498/Kha	0	4	82
	501/Kha	0	7	09
	509/Kha	0	2	81
Kelekibari Gaon	511/Kha	0	0	67
	511/Ga	0	6	42
	549/Kha	0	4	55
	544/Kha	0	0	27
	555/Kha	0	6	15
	556/Kha	0	0	67
	557/Kha	0	2	94
	571/Kha	0	0	40

[No. O-11027/103/89-ONG./D. III]

का. आ. 2646—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में माकवा जी जी एस 5 से माकवा जी जी एस 4 तक पेट्रोलियम के परिवहन के लिये पाईप लाइन तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यह यह प्रतीत होता है कि ऐसे लाइनों को बिछाने के प्रयोजन के लिये एम्बुपाबल क्षेत्रों में कृषि भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा

3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवश कोई व्यक्ति उस भूमि के नीचे पाईप लाइन बिछाने के लिये आक्षेप उपायुक्त शिवसागर/जोरहाट असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. ई. लक्वा जी.जी.एस. 5 से 4

राज्य—असम	जिला—शिवसागर	तालुक—बकटा			
ग्राम	सर्वे नंबर	हेक्टर	ऐर	चौतारे	
1	2	3	4	5	
पथालियाल काइरता	100/ख	0	36	78	
	106/ख	0	4	68	
	113/ख	0	14	58	

[सं. ओ-11027/111/ओएनजी/डी III]

S.O. 2646.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Lakwa GGS-5 to Lakwa GGS-4 in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. FROM LAKWA GGS-5 TO GGS-4

State : Assam Distt. Sibsagar Taluk : Bakata

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Pathaliaal Kaisarta	100/Kha	0	36	78
	106/Kha	0	4	68
	113/Kha	0	14	58

[No. O-11027/111/89/ONG/D-II]

का. आ. 2647.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है, कि असम राज्य में गन्धकी जी.जी.एस-2 से दिख जंशण पाईप लाइन के परबहन के लिए पाईप लाईन नेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करने आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवश कोई व्यक्ति उस भूमि के नीचे पाईप लाईन बिछाने के लिये आक्षेप उपायुक्त शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. ई. लक्वा जी. जी. एस-2 दिख जंशण पाईप लाइन।

राज्य असम जिला शिवसागर तालुक —जोफवनी।

ग्राम	सर्वे नंबर	हे.	एकट.	चौटारे
1	2	3	4	5
साबोरि गोहाई	142/ख	0	5	75
	145/ख	0	1	07
	165/ख	0	1	07
	167/ख	0	2	14
170/ख	170/ख	0	3	08
	166/ख	0	4	28
	171/ख	0	6	82
	172/ख	0	2	94
	192/ख	0	1	87
	106/ख	0	1	61
	107/ख	0	8	57
	104/ख	0	5	62
	103/ख	0	6	15
	139/ख	0	3	34
	139/ग	0	0	27
	282/ख	0	5	436
	140/ख	0	6	62
	141/ख	0	0	13
	193/ख	0	5	48
	284/ख	0	1	88
	705/ख	0	0	80
	285/ख	0	3	75

[सं. ओ. 11027/112/89-ओ. एन. जी/डी -III]

S.O. 2647.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist., Assam, Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. FROM G ELEKI GGS-2 TO DIKHOW JUNCTION POINT

State : Assam Distt : Sibsagar Taluh : Johtail

Village	Survey No.	Hectare	Are	Cintiare
1	2	3	4	5
Maduri Gohain	142/Kha	0	5	75
	145/Kha	0	1	07
	165/Kha	0	1	07
	167/Kha	0	2	14
	170/Kha	0	3	08
	166/Kha	0	4	28
	171/Kha	0	6	82
	177/Kha	0	2	94
	192/Kha	0	1	87
	106/kha	0	1	61
	107/Kha	0	8	57
	104/Kha	0	5	62
	103/Kha	0	6	15
	139/Kha	0	3	34
	139/Kha	0	0	27
	282/Kha	0	5	36
	140/Kha	0	6	82
	141/Kha	0	0	13
	193/Kha	0	5	48
	284/Kha	0	3	88
	705/Kha	0	0	80
	285/Kha	0	3	75

[No. O-11027/112/89-ONG/DIII]

का. पा० 2648 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गलकी जी जी एस-2 से विद्यो अंकन पर्यन्त तक पेट्रोलियम के परिवहन के लिये। पार्श्व लाईन तैल तथा प्राकृतिक गैस वायुमण द्वारा बिछाई जायी जायिय।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्वारा बद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

यतः अब पेट्रोलियम और खनिज पार्श्व लाईन भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा

3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पार्श्व लाईन बिछाने के लिये आक्षेप उपायकत, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

धार. भो. इऊ. गेसकी जी जी एस 2 से विद्यो अंकन पर्यन्त

राज्य—असम	जिला—शिवसागर	ताल्लुक—जोहताली			
ग्राम	सर्वे नंबर	हेक्टर	ऐटे	क्षेत्रफल	
1	2	3	4	5	
बरगेहाई गांव	847/ख	0	1	87	
	863/ख	0	0	54	
	1103/ख	0	0	27	
	1108/ख	0	6	69	
	875/ख	0	5	35	
	860/ख	0	4	41	
	735/ख	0	2	94	
	853/ख	0	5	89	
	200/ख	0	12	98	
	289/ख	0	6	29	
	733/ख	0	0	54	
	201/ख	0	6	29	
	226/ख	0	10	84	
	995/ख	0	3	21	
	227/ख	0	14	99	
	231/ख	0	0	80	
	989/ख	0	1	34	
	209/ख	0	13	24	
	220/ख	0	4	68	
	958/ख	0	8	98	
	958/ग	0	5	08	
	960/ख	0	3	21	
	987/ख	0	3	08	
	862/ख	0	1	20	
	966/ख	0	0	27	
	969/ख	0	8	96	
	988/ख	0	4	13	
बरगाहाई गांव	1085/ख	0	7	63	
	1003/ख	0	3	21	
	737/ख	0	6	58	
	232/ख	0	3	34	
	878/ख	0	0	27	
	859/ख	0	7	74	
	961/ख	0	4	41	
	985/ख	0	4	13	

1	2	3	4	5
	1002/ख	0	5	08
	1102/ख	0	0	27
	874/ख	0	4	42
	849/ख	0	4	01
	852/ख	0	1	47
	858/ख	0	0	27

[सं. ओ. 11027/113/89-ओ एन जी/डी III]

S.O. 2648.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE I

R.O.U. FROM GELEKI GGS-2 TO DIKHOW JUNCTION POINT

State : ASSAM		Distt. : Sibsagar		Taluk : Juktali	
Village	Survey No.	Hectare	Are	Centiare	
1	2	3	4	5	
Borgohain Gaon	847/Kha	0	1	87	
	863/Kha	0	0	54	
	1103/Kha	0	0	27	
	1108/Kha	0	6	69	
	875/Kha	0	5	35	
	860/Kha	0	4	41	
	735/Kha	0	2	94	
	853/Kha	0	5	89	
	200/Kha	0	12	98	
	289/Kha	0	6	29	
	733/Kha	0	0	54	
	201/Kha	0	6	29	
	226/Kha	0	10	84	
	995/Kha	0	3	21	
	227/Kha	0	14	99	
	231/Kha	0	0	80	
	989/Kha	0	1	34	
	209/Kha	0	13	24	
	220/Kha	0	4	68	
	958/Kha	0	8	98	
	958/GA	0	5	08	
	960/Kha	0	3	21	
	987/Kha	0	3	08	
	862/Kha	0	1	20	
	966/Kha	0	0	27	
	969/Kha	0	8	96	

1	2	3	4	5
Borgohain Gaon	988/Kha	0	4	13
	1085/Kha	0	7	63
	1003/Kha	0	3	21
	737/Kha	0	6	58
	232/Kha	0	3	34
	878/Kha	0	0	27
	859/Kha	0	1	74
	961/Kha	0	4	41
	985/Kha	0	4	13
	1002/Kha	0	5	08
	1102/Kha	0	0	27
	874/Kha	0	4	42
	849/Kha	0	4	01
	852/Kha	0	1	47
	858/Kha	0	0	27

[No. O-11027/113/89-ONG/D-III]

क्र. प्रा. 2649.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में आर टी एन-जी जी एस-3 से लाकवा पार्श्व लाइन तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तैल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लानों को बिछाने के प्रयोजन के लिये एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करता आवश्यक है।

अतः अब पेट्रोलियम और खनिज पार्श्व लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है :

यद्यपि कि उक्त भूमि में हितवश कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर/जोरहाट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर०ओ०यू० से आर०ओ०एम०-जी०ओ०एस०-3 से लाकवा पार्श्व लाइन

राज्य—असम जिला—शिवसागर तालुक—घटेकाबन गांव

ग्राम	सर्वे नंबर	हेक्टर	ऐरे	सेंस्तिऐरे
1	2	3	4	5
सलगुडो गांव	199/ग	0	2	41
	201/ग	0	0	67
	260/ग	0	0	27
	260/ख	0	0	13
	259/ग	0	2	14

[सं. ओ.-11027/116/89-ओ एन जी/डी III]

S.O. 2649.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from RDS-GGS-3 to Lakwa pipeline in Sibsagar Dist., Assam, Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. FROM RDS-GGS-3 TO LAKWA PIPELINE

State : Assam Dist. : Sibsagar Taluk : Meteka Bonn Gaon

Village	Survey No.	Hectare	Are	Centiare
1	2	3	4	5
Salaguri Gaon	199/Ga	0	2	41
	201/Ga	0	0	67
	260/Ga	0	0	27
	260/Kha	0	0	13
	259/Ga	0	2	14

[No. O-11027/116/89-ONG/D-III]

का. घा. 2650.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में बड़हील से गेलकी डब्लू. आई. एस. तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनएपाबड अनसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ;

बताते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त शिवसागर/ओरहट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति निर्दिष्टित यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनसूची

आर. ओ. यू. बड़हील से गेलकी डब्लू आई एस तक

राज्य—असम जिला—शिवसागर तालुका—घाट

ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिऐरे
1	2	3	4	5
राजाभता—लखिजान गांव	10/ख	0	41	20
	12/ख	0	10	97
	11/ख	0	0	94
	9/ख	0	0	94

[स. आ-11027/115/89-आ एन जो/डो-III]

S.O. 2650.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Borhill to Geleki WIS in Sibsagar Dist., Assam, Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. FROM BORHILL TO GELEKI WIS.

Estate : Assam Distt : Sibsagar Taluk : Athkhel

Village	Survey No.	Hectare	Are	Centiare
1	2	3	4	5
Rajabhata : Lakhijan Gaon	10/Kha	0	41	20
	12/Kha	0	10	97
	11/Kha	0	0	94
	9/Kha	0	0	94

[No. O-11027/115/89-ONG/D III]

का. घा. 2651.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकी ओजीएस-2 से बिखी जगण पईन्ट तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनएपाबड अनसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 (1962 का 50) की धारा

3 की उपधारा (1) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना अधिकार एतद्वारा घोषित किया है :

बतर्ने कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर/जोरहट, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

श्री.ओ.ए. उ. पाईप लाइन गेलकी जो जी.एस.-2 से गेलकी दिखो जंक्शन पईन्ट।

राज्य—असम जिला—शिवसागर टालूका—जोकोतली।

ग्राम	सर्वे नंबर	हेक्टेयर	ऐरे	सेन्टिऐरे
1	2	3	4	5
बराखोवा गांव	497/ख	0	11	37
	407/ख	0	4	28
	431/ख	0	0	67
	493/ख	0	2	41
	499/ख	0	3	88
	410/ख	0	2	14
	446/ख	0	2	41
	483/ख	0	2	14
	458/ख	0	2	14
	443/ख	0	0	40
	489/ख	0	1	47
	444/ख	0	5	74
	408/ख	0	7	63
	481/ख	0	0	13
	456/ख	0	1	61

[सं. ओ-11027/114/89-ओ एन जी/डी-III]

S.O. 2651.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE ROU FROM GELEKI GGS-2 TO DIKHOW JUNCTION POINT

State : Assam	Dist. : Sibsagar	Taluh : Kohtali		
Village	Survey No.	Hectare	Are	Centiare
1	2	3	4	5
Borakhowa Gan	497/Kha	0	11	37
	407/Kha	0	4	28
	431/Kha	0	0	67
	495/Kha	0	2	41
	499/Kha	0	3	88
	410/Kha	0	2	14
	446/Kha	0	2	41
	483/Kha	0	2	14
	458/Kha	0	2	14
	443/Kha	0	0	40
	489/Kha	0	1	47
	444/Kha	0	5	74
	408/Kha	0	7	63
	481/Kha	0	0	13
	456/Kha	0	1	61

[No. O-11027/114/89-ONG/DIII]

का.प्रा. 2652.—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.प्रा.सं. 1282 तारीख 3-6-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना अधिकार घोषित कर दिया था।

और यतः नक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अब उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवर्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रवर्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

एन.के.जी.यू. से एन.के.सी.ओ. तकपाहप लाइन बिछाने के लिए				
राज्य : गुजरात		जिला व तालुका : मेहसाणा		
गांव	सर्वे नं.	हेक्टेयर	घा.र.	सेंटीनेर
घनपुरा	540	0	06	00
	542	0	02	16
	514	0	03	96
	513	0	00	96

[सं. प्रो.-11027/41/89-ओ एन जी/डी III]

S.O. 2652.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1282 dated 3-6-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1963), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM NKGU TO NKCO

State : Gujarat District R Taluka : Mehsana

Village	Survey No	Hectare	Are	Centiare
Dhanpura	540	0	06	00
	542	0	02	16
	514	0	03	96
	513	0	00	96

[No. O-11027/41/89/ONG/DII I]

का.प्र. 2652.—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिवक्ता का.प्र.सं. 1281 तारीख 3-6-89 द्वारा केन्द्रीय सरकार ने उस अधिवक्ता से संलग्न भूमि में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिवक्ता से संलग्न भूमि में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिवक्ता से संलग्न भूमि में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस प्रायोग में, सभी बाधाओं से मुक्त रूप में, घोषणाओं के प्रकाशन को हटाने के लिए निर्दिष्ट होगा।

भूमि

एम.के.जी.एस. से एन.के.जी.जी.एस. III तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात

जिला व तालुका : मेहसाणा

गाँव	सर्वे.सं.	हेक्टेयर	घर.	सेंटीयर
धनपुरा	473	0	04	44
	474/1	0	04	34
	474/5	0	05	15
	475	0	08	88
	476	0	04	44
	477	0	03	96
	492	0	01	68
	486/2	0	00	60
	491	0	03	72

[सं. प्रो.-11027/47/89-प्रो एन जी/डी III]

S.O. 2653.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1281 dated 3-6-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM NKGS TO NK GGS III

State : Gujarat

District R Taluka : Mehsana

Village	Survey No.	Hectare	Are	Centiare
Dhanpura	473	0	04	44
	474/1	0	04	44
	474/5	0	05	15
	475	0	08	88
	476	0	04	44
	477	0	03	96
	492	0	01	68
	486/2	0	00	60
	491	0	03	72

[No. O-11027/47/89-ONG/D III]

नई दिल्ली, 26 सितम्बर 1989

का.प्र. 2654.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में गोलदरा-1 से जी एन बी ई तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुक्त अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः सब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बसते कि उक्त भूमि में हितवन्त कोई व्यक्ति, उन भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ौदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी बिधि व्यवसायी की मार्फत।

अनुसूची

गोलदरा-1 से जी.एन.बी.ई. तक पाइप लाइन बिछाने के लिए
राज्य : गुजरात जिला : वसत तालुका : वागरा

गांव	सर्वेक्षण नं.	हे.	आर.	सेंटियर
अलादर	30	0	17	16
	37	0	06	50
	38	0	19	89
	39	0	11	96
	40 ए	0	08	19
	40 सी	0	04	81
	76 सी	0	14	17
	102	0	11	90
	103	0	05	46
	104	0	15	34
	106 ए	0	12	87
	112	0	13	13

[सं. ओ.-11027/100/89-ओ एन जी/डी III]

New Delhi, the 26th September, 1989

S.O. 2654.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Goladara-1 to GMBI in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission,

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) 2807 GI/89—4

Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodra, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM GOLADARA-1 TO GMBI

State : Gujarat	District : Bharuch	Taluka : Vagra		
Village	Block No.	Hectare	Are	Centlare
Aladar	30	0	17	16
	37	0	06	50
	38	0	19	89
	39	0	11	96
	40A	0	08	19
	40C	0	04	81
	76C	0	14	17
	102	0	11	90
	103	0	05	46
	104	0	15	34
	106A	0	12	87
	112	0	13	13

[No. O-11027/100/89-ONG/DIII]

का.प्र. 2655.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस.एन.ए. जेड से एस. सन्ध्या तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुक्त अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः सब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग का अधिकार का अर्जन) अधिनियम, 1962 (1962 का 90) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बसते कि उक्त भूमि में हितवन्त कोई व्यक्ति, इस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ौदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी बिधि व्यवसायी की मार्फत।

अनुसूची

एस एन.ए. जेड से एस. सन्ध्या तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला और तालुका : मेहसाणा			
गाँव	सर्वेक्षण नं.	हे	घा.स.	सेंटी.
	720	0	00	96
	721	0	02	64
	765	0	15	24
	764	0	02	76

[सं. ओ.-11027/98/89-ओ एन जी/डी III]

S.O. 2655.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNAZ to S. Santhal in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM SNAZ TO S. SANTHAL

State : Gujarat		District & Taluka : Mehsana		
Village	Block No.	Hectare	Are	Centiare
Kasalpura	720	0	00	96
	721	0	02	64
	765	0	15	23
	764	0	02	76

[No. O-11027/98/89-ONG/DIII]

का.आ. 2655.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस.एन.ई.एस. से सन्थाल-I तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवद् कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष सशम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9 को इस अधिसूचना की मारीय में 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति बिनिदिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी गुनवाई व्यक्तिगत रूप से हो या किसी बिनि अवसरों की मार्फत :

अनुसूची

एस.एन.ई.एस. से सन्थाल तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात		जिला तथा तालुका : मेहसाणा		
गांव	ब्लॉक नं.	हे.	आर.	सेंटी.
जोताना	960	0	01	08
	966	0	07	32
	967	0	07	68
	968	0	09	72

[स. ओ-11027/99/89-ओ एन जी/रो III]

S.O. 2656.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNEN to Santhal-I in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM SNEN TO SANTHAL-I

State : Gujarat		District & Taluka : Mehsana		
Village	Survey No.	Hectare	Are	Centiare
Jotana	960	0	01	08
	966	0	07	32
	967	0	07	68
	968	0	09	72

[No. O-11027/99/89-ONG/DIII]

का.आ. 2657.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एन.इ.ए.एस.पी. से सन्थाल ई.पी.एस. II तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बताते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग निर्माण और देखभाल प्रभाग मकरपुरा रोड बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एल.डब्ल्यू.एच.पी. से लनवा ई.पी.एस. II तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात	जिला : मेहसाणा	तालुका : चनासमा			
गांव	सर्वे न.	हे.	अर.	सेटी.	
सुण्डसर	562	0	10	20	
	561	0	09	96	
	560	0	10	68	
	810	0	14	04	

[स. ओ-11027/96/89-ओ एन जी/डी III]

S.O. 2657.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from LWHP to Lanwa-E.P.S-II in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM LWHP TO LANWA EPS III

State : Gujarat District : Mehsana Taluka : Chanasma

Village	Survey No.	Hectare	Are	Centiare
Sunsar	562	0	10	20
	561	0	90	96
	560	0	10	68
	810	0	14	04

[No. O-11027/96/89-ONG/DIII]

क. अ. 2658.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एल.डब्ल्यू.एच.पी. से लनवा ई.पी.एस. II तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यत यह प्रतीत होता है कि ऐसी ल.ओं को विधान के प्रयोजन के लिए एतदपवाद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बताते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग निर्माण और देखभाल प्रभाग मकरपुरा रोड बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एल.डब्ल्यू.एच.पी. से लनवा ई.पी.एस. II तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात	जिला : मेहसाणा	तालुका : चनासमा			
गांव	सर्वे न.	हे.	अर.	सेटी.	
कफासन	192	0	16	56	

[स. ओ-11027/97/89-ओ एन जी/डी III]

S.O. 2658.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from LWHP to Lanwa-EPS-II in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM LWHP TO LANWA EPS.II

State : Gujarat District : Mehsana Taluka : Chanasma

Village	Survey No.	Hectare	Are	Centiare
Kakasana	192	0	16	56

[No. O-11027-97/89-ONG/D-III]

का.प्रा.2659.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जी एन ई ए से ई पी एस तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार प्रजित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार प्रजित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस प्रायोग निर्माण और देखभाल प्रभाग मकरपुरा रोड बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी बिधि व्यवसायी की मार्फत।

अनुसूची

जी.एन.इ.ए. से ई पी एस तक पाईप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : मरुच	तालुका : वागरा
गांव	ब्लॉक नं.	हे. चार. सेंटी.
गंधार	321	1 45 60
	322/ए/बी	1 30 00

[सं. ओ -11027/101/89-ओ एन जी/डी/III]

S.O. 2659.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GNEA to EPS in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM GNEA TO EPS.

State : Gujrat District : Bharuch Taluka : Vagra

Village	Block No.	Hectare	Are	Centiare
Gandhar	321	1	45	60
	322/A/B	1	30	00

[No. O-11027/101/89-ONG/DII]

का.प्रा.2660.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस.एन. डब्ल्यू. से एस.एन.ए.सी. तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार प्रजित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार प्रजित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस प्रायोग निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी बिधि व्यवसायी की मार्फत।

अनुसूची

एस.एन. डब्ल्यू. से एस.एन.ए.सी. तक पाईप लाइन बिछाने के लिए

राज्य : गुजरात	जिला व तालुका : महेसाणा
गांव	सर्वे. हे. चार. सेंटी.
कसलपुरा	948 0 21 24
	947 0 09 60
	946 0 00 84
	945 0 03 36
	774 0 04 20
	772 0 06 24
	776 0 01 32
	771 0 02 40

[सं. ओ-11027/102/89-ओ एन जी/डी III]

S.O. 2660.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNW to SNAC in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM SNW TO SNAC

State : Gujarat		District & Taluka: Mehsana		
Village	Block No.	Hectare	Are	Centiare
Kasarpura	948	0	21	24
	947	0	09	60
	946	0	00	84
	945	0	03	36
	774	0	04	20
	772	0	06	24
	776	0	01	32
	771	0	02	40

[No. O-11027/102/89-ONG/D III]

का.प्र. 2661.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस.एन.ए.ए. से ई.पी.एस. जनवा-4 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एनएसएल अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवश कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदा-9 को इस अधिसूचना को तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एल.एन.ए.ए. से ई पी एस जनवा-4 तक पाईप लाइन बिछाने के लिए

राज्य : गुजरात

जिला : मेहसाना

तालुका : चनास्मा

ग्राम	सर्वे. नं.	हे.	घा.	सेंटी.
जनवा	514/पी	0	06	72
	514/पी	0	03	84
	514/पी	0	06	24
	513/3	0	07	20
	512	0	10	80
	433	0	09	12
	436	0	04	68

[सं. प्रो.-11027/95/89-ओ एन जी/डी III]

S.O. 2661.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from LWAH to EPS-Lanwa-4 in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM LWAH TO EPS LANWA-4

State : Gujarat

District : Mehsana

Taluka : Chanasma

Village	Survey No.	Hectare	Are	Centiare
Lawna	514/P	0	06	72
	514/P	0	03	84
	514/P	0	06	24
	513/3	0	07	20
	512	0	10	80
	433	0	09	12
	436	0	04	68

[No. O 11027/95/88/ONG/D-III]

का.प्र. 2662.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस.एन.ए.ए. से एस.एन.ए.ई. तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाचक अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और वेखभाल प्रभाग, मकरपुरा रोड, बड़ीदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एस.एन.ए.डी. से एस.एन.ए.डी. तक पाइप लाइन बिछाने के लिए
राज्य : गुजरात जिला व तालुका : महेसाणा

गांव	ब्लॉक नं.	हे.	घार.	सेंटी.
कासकपुरा	306	0	07	20
	303/पी	0	12	12
	361	0	03	96
	362	0	05	28
	355	0	03	24
	354	0	05	40
	353	0	02	52

[सं. ओ 11027/94/89-ओ.एन.जा./डी III]

S.O. 2662.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNAD to SNAE in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM SNAD TO SNAE.

State : Gujarat

District & Taluk : Mehsana

Village	Block No.	Hectare	Are	Centiare
Kasalpura	306	0	07	20
	303/P	0	12	12
	361	0	03	96
	362	0	05	28
	355	0	03	24
	354	0	05	40
	353	0	02	52

[No. O-11027/94/89-ONG/DIII]

का.घा. 2663.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस.एन.डी. वाई से एन. सन्थाल जी.जी.एस. तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाचक अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और वेखभाल प्रभाग, मकरपुरा रोड, बड़ीदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एस.एन.डी. वाई. से एन. सन्थाल जी.जी.एस. तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात

जिला व तालुका : महेसाणा

गांव	ब्लॉक नं.	हे.	घार.	सेंटी.
बलोल	1802	0	04	32
	1801	0	04	32
	1800	0	04	20
	1617/2	0	00	48
	1798	0	04	80
	1788	0	09	84
	1787	0	04	56
	1786	0	04	56
	1785	0	05	52
	1781/1	0	01	68
	1781/2	0	05	76
	1782	0	09	12

[सं. ओ -11027/93/89-ओ एन जी/डी III]

S.O. 2663.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNDY to N. Santhal in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM SNDY TO N. SANTHAL GGS

State : Gujrat	District & Taluka : Mehsana			
Village	Survey No.	Hectare	Are	Centiare
Bajol	1802	0	04	32
	1801	0	04	32
	1800	0	04	20
	1617/2	0	00	48
	1798	0	04	80
	1788	0	09	84
	1787	0	04	56
	1786	0	04	56
	1785	0	05	52
	1781/1	0	01	68
	1781/2	0	05	76
	1782	0	09	12

[No. O-11027/93/89-ONG/DIII]

का.प्र. 2664.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एल. डब्ल्यू. ए. एच. से लानवा-4 ई.पी.एस. तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों की बिछाने के प्रयोजन के लिए एल.डब्ल्यू.ए.एच. में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

अतः किन्तु भूमि में हित रख कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस प्रायोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी भूमि कोई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मालिकता में।

अनुसूची

एल. डब्ल्यू. ए. एच. से लानवा-4 ई.पी.एस. तक पाइपलाइन बिछाने के लिए।

राज्य : गुजरात

जिला : महेसाना तालुका : चनासमा

गांव	सर्वे. नं.	हे.	आर.	सेंटी.
मीठाधरवा	418	0	03	96
	414	0	09	12
	413	0	07	68
	473/पी	0	01	20
	472	0	13	08
	482	0	09	12
	484	0	09	60
	485/पी	0	00	84
	485/पी	0	09	00
	486	0	03	72

[सं. प्र. -11027/92/89-ओ एन जी/डी-III]

S.O. 2664.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from LWAH to EPS-Lanwa-4 in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM LWAH TO EPS LANWA-4

State : Gujarat District : Mehsana Taluka : Chanasma

Village	Survey No.	Hectare	Are	Centiare
Mithadharwa	418	0	03	96
	414	0	09	12
	413	0	07	68
	473/P	0	01	20
	472	0	13	08
	482	0	09	12
	484	0	09	60
	485/P	0	00	84
	485/P	0	09	00
	486	0	03	72

[No. O-11027/92/89-ONG/DIII]

का. प्र. 2665.—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. प्र. सं. 1278 तारीख 3-6-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना प्राण्य घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के अकालन की इस तारीख को निहित होगा।

अनुसूची

कलक-2 से कनका ई.पी.एस.-4 तक बाइप लाइन बिछाई के लिए

राज्य : गुजरात

जिला : मेहसाणा

तालुका : चकामा

गाँव	सर्वे. नं.	हेक्टेयर	आर.	सेंटियर
दानोदार्दा	332	0	06	12
	331	0	09	60
	330	0	09	36
	416	0	06	00
	423	0	03	84
	422	0	04	44
	421	0	05	28
	420	0	05	88
	428	0	04	20
	436/2	0	14	52
	440	0	09	36
	439	0	08	40
	500	0	10	56
	498	0	05	63
	497	0	04	08

[सं. प्रो.-11027/40/89-प्रो एन जी/डी-III]

S.O. 2665.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1278 dated 3-6-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM LANWA-2 TO LANWA EPS.4

State : Gujarat District : Mehsana Taluka:Chanasma

Village	Survey No.	Hectare	Are	Centiare
Danodarda	332	0	06	12
	331	0	09	60
	330	0	09	36
	416	0	06	00
	423	0	03	84
	422	0	04	44
	421	0	05	28
	420	0	05	88
	428	0	04	20
	436/2	0	14	52
	440	0	09	36
	439	0	08	40
	500	0	10	56
	498	0	05	63
	497	0	04	08

[No. O-11027/40/89-ONG/DIII]

का. प्र. 2666.—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. प्र. सं. 1285 तारीख 3-6-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना प्राण्य घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के लिए एतद्वारा अर्जित किया जाता है।

और अने उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाए तेल और प्राकृतिक गैस अयोजन में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

खुटाना-14 से खुटाना-33 तक पइप लाइन बिछाने के लिए

राज्य-गुजरात जिला-मेहसाना तालुका-मेहसाना

गांव	ब्लाक नं.	हेक्टेयर	आर.	सेन्टीयर
मोकनज	1100	0	15	96
	1094	0	03	96
	1089	0	02	28
	1094	0	03	12
	1093	0	05	28
	1091	0	11	40

[सं. ओ.-11027/42/89-ओ एन जी/डी-III]

के. विवेकानन्द, डेस्क अधिकारी

S.O. 2666.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1285 dated 3-6-89 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM JOTANA-14 TO JOTANA-33

State : Gujarat District : Mehsana Taluka : Mehsana

Village	Block No.	Hectare	Are	Centiare
Manknaji	1100	0	15	96
	1094	0	03	96
	1089	0	02	28
	1094	0	03	12
	1093	0	05	28
	1091	0	11	40

[No. O-11027/42/89-ONG/DIII]

K. VIVEKANAND, Desk Officer

खाद्य एवं नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 27 सितम्बर, 1989

का. आ. 2667.—भारतीय मानक ब्यूरो विनियम 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित किया जाता है कि पतली दीवारक नम्य द्रुत, यमन पाइप को प्रति इकाई मुहर लगाने की फीस जिसका विवरण नीचे सूची में दिया गया है निर्धारित कर दी गई है और यह फीस 1988-05-16 से लागू होगी।

अनुसूची

क्रम संख्या	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1.	पतली दीवार के नम्य द्रुत यमन पाइप	IS: 11722-1986	एक टन	रु. 15.00

[संख्या सी एम डी 13 : 10]

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

BUREAU OF INDIAN STANDARDS

New Delhi, the 27th September, 1989

S.O. 2667: In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for thin walled flexible quick coupling pipes details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1988-05-16 :

SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Thin walled flexible quick coupling pipes	IS : 11722—1986	One Tonne	Rs. 15.00

[No. CMD/13 : 10]

का. प्रा. 2668—भारतीय मानक ब्यूरो विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित किया जाता है कि साइपरमैथ्रिन पायमनीय सान्द्र जिसका विवरण नीचे अनुसूची में दिया गया है, की प्रति इकाई मुहर लगाने की फीस निर्धारित कर दी गई है और यह फीस 1988-09-01 से लागू होगी :

अनुसूची

क्रम संख्या	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1.	साइपरमैथ्रिन पायमनीय सान्द्र	IS : 12016—1987	100 मिटर	₹ 40.00

[संख्या सी एम डी/13 : 10]

S.O. 2668:—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for Cypermethrin EC details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1988-09-01 :

SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Cypermethrin emulsifiable concentrates	IS : 1206—1987	100 Lt.	Rs. 40.00

[No. CMD/13 : 10]

का. प्रा. 2669.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित करता है कि जिस मानक का डिजाइन, उसके शब्दिक विवरण और सम्बद्ध भारतीय मानक की संख्या वर्ष सहित नीचे अनुसूची में दी गयी है, वह निर्धारित कर दिया गया है।

भारतीय मानक ब्यूरो अधिनियम 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोजन के लिए यह मानक मुहर 1988-09-01 से लागू होगी :

अनुसूची

क्रम संख्या	मानक मुहर का डिजाइन	उत्पाद/उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	मानक मुहर के डिजाइन का शब्दिक विवरण
(1)	(2)	(3)	(4)	(5)

1



साइपरमैथ्रिन पायमनीय सान्द्र

IS : 12016—1987


सम्बद्ध (2) में दिखाई गई निश्चित शैली और परस्पर सम्बद्ध अनुपात में बनाया गया "IS" अक्षरयुक्त भारतीय मानक ब्यूरो का मोनोग्राम जिसमें भारतीय मानक की संख्या डिजाइन में दिखाए अनुसार मोनोग्राम के ऊपर अंकित हो।

[संख्या सी एम डी/13 : 9]

S.O. 2669:—In pursuance of sub-rule (1) of the rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark, design of which together with the description of the design and the number and year of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from 1988-09-01 :

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.	IS 112016 	Cypermethrin emulsifiable concentrates	IS : 12016—1987	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being super-scribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

का.मा. 2670—भारत के राजपत्र, भाग 2, खंड 3 उपखंड (2) दिनांक 1984-10-20 में प्रकाशित खाद्य एवं नागरिक पूर्ति मंत्रालय, नागरिक पूर्ति विभाग (भारतीय मानक ब्यूरो) की अधिसूचना संख्या का. मा. 3283 दिनांक 1984-09-26 का आंगिक संगोधन करते हुए भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि कलवां लोहे की फिटिंग की प्रति इकाई मुद्रांकन फीस जिसका विवरण नीचे अनुसूची में दिया गया है, संगोधन कर दी गई है। मुद्रांकन फीस की संगोधन दर 1989-08-01 से लागू होगी,

अनुसूची

क्रम संख्या	उत्पाद/उत्पाद श्रेणी	संबद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुद्रांकन फीस
1	2	3	4	5
1.	जल रिस और जल-मल के दाब पाइपों के लिए कलवां लोहे की फिटिंग	IS : 1538 (भाग 1 से 23)---1976	एक टन	₹. 7.50

[संख्या सी. एम. डी./13:10]

एम. सुब्राह्मनियन उप महानिदेशक

S.O. 2670:—In partial modification of the Ministry of Food and Civil Supplies (Deptt. of Civil Supplies) (Indian Standards Institution) notification number S. O. 3283 dated 1984-09-26 published in the Gazette of India, Part-II, Section-3, Sub-Section (ii) dated 1984-10-20 the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for cast iron fittings details of which are given in the Schedule hereto annexed, has been revised. The revised rate of marking fee shall come into force with effect from 1989-08-01 :

SCHEDULE

Sl. No.	Product/Class of Product	No. & year of the Relevant Indian Standard	Unit	Marking Fee per unit
1.	Cast iron fittings for pressure pipes, water gas and sewage	IS : 1538 (Parts I to XXIII) 1976	One Tonne	Rs. 7.50

[No. CMD/13 : 10]

S. SUBRAHMANYAN, Deputy Director General

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 21 अगस्त, 1989

का. आ. 2671.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 3 के खंड (ड) के अनुसरण में डा. जोस टी. ममपिल्ली, एम. डी. एम., निदेशक, दंत चिकित्सा महा विद्यालय, कालीकट केरल को केरल सरकार द्वारा 9 अगस्त, 1988 से 8 अगस्त, 1989 तक भारतीय दंत चिकित्सा परिषद के सदस्य के रूप में पुनः नामनिर्दिष्ट किया गया है,

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) के साथ पठित धारा 3 के खंड (ड) के अनुसरण में भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना संख्या: का. आ. 430, तारीख 24 जनवरी, 1984 का निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में “धारा 3 के खंड (ड) के अधीन नामांकित” शीर्षक के अधीन क्रम संख्यांक 3 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्—

“3. डा. जोस टी. नामनिर्दिष्ट केरल सरकार 9 अगस्त, 1988 ममपिल्ली ।

[संख्या बी.-12013/2/89-पी एम एस-(खंड)]

MINISTRY OF HEALTH AND FAMILY WELFARE

(Deptt. of Health)

New Delhi, the 21st August, 1989

S.O. 2671.—Whereas in pursuance of clause (e) of section 3 of the Dentists Act, 1948 (16 of 1948), Dr. Jose T. Mampilly, MDS, Director, Dental College, Calicut, Kerala has been renominated to be a member of the Dental Council of India by the Government of Kerala with effect from the 9th August 1988 to 8th August, 1989;

Now, therefore, in pursuance of clause (e) of section 3 read with sub-section (4) of section 6 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Health and Family Welfare, No. S.O. 430, dated the 24th January, 1984, namely :—

In the said notification, under the heading “Nominated under clause (e) of section 3” for serial number 3 and the entries relating thereto, the following shall be substituted, namely:—

“3. Dr. Jose T. Mampilly Nominated Kerala Government 9-8-1988.

[No. V. 12013/2/89-PMS(Pt.)]

नई दिल्ली, 26 सितम्बर, 1989

का. आ. 2672.—केन्द्रीय सरकार, दंत-चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करते के पश्चात् उक्त अधिनियम, की अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्—

उक्त अनुसूची के भाग 1 में क्रम संख्यांक 29 और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्यांक और प्रविष्टियाँ अन्तःस्थापित की जाएंगी, अर्थात्—

प्राधिकरण या संस्था	मान्यता प्राप्त दंत चिकित्सा अर्हता	रजिस्ट्रीकरण के लिए संक्षेपाक्षर
“30. कालीकट विश्वविद्यालय	दंत शल्य चिकित्सा स्नातक टिप्पण:—जब मेडिकल कालेज कालीकट के दंत चिकित्सा खंड में प्रशिक्षित/प्रशिक्षित किए जा रहे छात्रों को सितम्बर, 1986 में या उसके पश्चात् प्रदान की गई हो :	बी . डी. एम. (कालीकट विश्वविद्यालय)

[संख्या बी.-12018/6/87-पी एम एस.]

आर . श्रीनिवासन, अव्वर सचिव

New Delhi, the 26th September, 1989

S. O. 2672:—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in the Schedule to the said Act, namely :—

In Part I of the said Schedule, after serial number 29 and the entries relating thereto, the following serial number and entries shall be inserted namely :—

Authority or Institution	Recognised dental qualification	Abbreviation for registration
“30. University of Calicut.	Bachelor of Dental Surgery. Note : When granted on or after September, 1986 in respect of students trained/being trained at the Dental Wing, Medical College, Calicut.”	BDS (University of Calicut).

[No. V-12018/6/87-PMS]

R. SRINIVASAN, Under Secy.

मुद्रण निदेशालय

नई दिल्ली, 17 अक्टूबर, 1989

का. आ. 2673.—नासिक, कोयम्बतूर, कोरट्टी, श्रीगङ्गा, नीलो-खेड़ी, संतापाछी (हवड़ा), रिंग रोड, नई दिल्ली, फरीदाबाद, गान्तोक में स्थित भारत सरकार मुद्रणालयों में कार्यरत अधिकारियों का सरकारी आवस्य अर्बटन नियम 1972 के नियम 2 (बी) के अनुसरण में और जिसका विस्तार 25-1-80 की अधिसूचना सं. एस. ओ. 372 से मैसूर, भुवनेश्वर तथा चण्डीगढ़ स्थित भारत सरकार पठ्य पुस्तक मुद्रणालय में किया गया तथा जिसका अगे विस्तार भारत सरकार मुद्रणालय मिनटो रोड, नई दिल्ली में अधिसूचना सं. एस. ओ. 3424 दिन तक 24-11-80 में किया गया के अनुसरण में मुद्रण निदेशक 1 जनवरी, 1990 से शुरु और 31 दिसम्बर, 1991 को समाप्त अवधि को अगले आर्बटन वर्ष की अवधि के रूप में अधिवृत्त करते हैं।

[सं. 52(50)/87-प्रशा. 5/प्रशा. 4]

एस. एस. मेहरा, उप-निदेशक (प्रशा.-II)

DIRECTORATE OF PRINTING

New Delhi, the 17th October, 1989

S.O. 2673.—In pursuance of Rule 2(b) of the Allotment of Govt. residence to officers employed in Govt. of India Presses located at Nasik Coimbatore, Koratty, Aligarh, Nilokheri, Santragachi (Howrah), Ring Road, New Delhi, Faridabad, Gangtok, Rule, 1972 and extended to Govt. of India Text Books Presses at Mysore, Bhubaneswar and Chandigarh vide notification No. S.O. 372, dated 25-1-80 and extended further to Govt. of India Press, Minto Road, New Delhi under Notification S.O. No. 3424 dated 24-11-1980, the Director of Printing hereby notifies the period commencing on the 1st day of January, 1990 and ending on the 31st day of December 1991, as the period of next allotment year.

[No. 52(50)/87-A.5/A.IV]

S. S. MEHRA, Dy. Director (Admn. I)

दिल्ली विकास प्राधिकरण

मास्टर प्लान खंड

नई दिल्ली, 21 अक्टूबर, 1989

शुद्धिपत्र

का. आ. 2674.—भारत के राजपत्र के भाग II, खंड 3, खंड (ii) में दिनांक 27-5-89 को प्रकाशित अधिसूचना सं. एफ. 1 (17) 74-एम. पी. दिनांक 27-5-89 के संशोधन के पैरा 1 की तीसरी पंक्ति में "न्यूनतम" शब्द के स्थान पर "कम से कम" शब्द रखा जाए।

[एफ. 1 (17) 74-एम. पी.]

रणबीर सिंह, सचिव

DELHI DEVELOPMENT AUTHORITY

(Master Plan Section)

New Delhi, the 21st October, 1989

CORRIGENDUM

S.O. 2674.—In notification No. F. 1(17)/74-MP dated 27-5-89 published in the Gazette of India part-II Section-3 Sub-Section (ii) on 27-5-89 under para 1 of 'Amendments' in line 3rd the word "the least" should be substituted by the word 'atleast'.

[F. 1(17)/74-MP.]

RANBIR SINGH, Secy.

श्रम मंत्रालय

नई दिल्ली, 22 सितम्बर, 1989

का. आ. 2675.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि कर्ण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 सितम्बर, 1989 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 22nd September, 1989

S.O. 2675.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 22-9-89.

ANNEXURE

BEFORE SHRI ARIAN DEV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
KANPUR

Industrial Dispute No : 85 of 1987
In the matter of dispute between :

The General Secretary SBI Staff Association State Bank
Building 11 Parliament Street New Delhi.

AND

The Regional Manager State Bank of India Region II
Dehradun.

AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-12012/452/86-D.II(A), dated 16-7-89 has referred the following dispute for adjudication to this Tribunal:

Whether the action of the management of State Bank of India in not promoting Shri Samar Bahadur Kashyap Daftary, Narendra Nagar Branch to the post of Godown Keeper/Record Keeper by terming him unsuitable in the interview held on 4-6-85 is justified? If not, to what relief is the workman entitled?

2. The industrial dispute on behalf of the workman has been raised by the General Secretary, State Bank of India Staff Association (hereinafter referred to as Union), New Delhi.

3. The case of the Union in short is that the workman joined service as a messenger in the State Bank of India on i's Atrauli Branch on 26-6-67. He was transferred to Narendra Nagar Branch in 1971. In August, 1984, he was given promotion as Daftary. He passed his High School in 1972 and Intermediate in 1982. He remained the Secretary of the Union's Unit at Narendra Nagar from 1971 to 1984. In 1984 he was elected as Chairman of the Unit. Due to his active participation in the legitimate activity of the Union, the Branch Manager, Narendra Nagar Branch of the State Bank and higher authorities became annoyed with him. In 1983, he appeared in the written test conducted by the bank for promotion to the post of Record Keeper/Godown Keeper/Cashiers etc. Although he was successful in the written test, he was dropped in the interview with malafide reasons. Again in the test held in 1985, for said post, he was dropped in the interview malafide. The Union alleges that the system adopted by the bank in interview are against the agreed policy. The workman has been failed and promotion denied to him malafide.

4. The case is contested by the management, who deny any malafide on the part of the members who held the interview. According to the management, the interview was conducted in accordance with the rules. The management however, admits that the workman was elected as Secretary of the said Unit at Narendra Nagar Branch but they deny the rest of the facts alleged in this regard by the Union.

5. Both the parties addressed evidence in support of their respective cases. The management evidence was closed on 14-9-88 and the Union evidence was closed on 17-1-89. Thereafter, dates for hearing arguments were fixed on 11-4-89. The authorised representative for the management filed written arguments and furnished a copy of it to Shri J. N. Kapoor, who prayed for a date to argue the case on behalf of the Union. Instead of arguing the case, Shri Kapoor sought time to time to file settlement in the case. From time to time, time was extended for filing the settlement. It was on 31-8-89, that the settlement was filed by the parties. It was duly verified before me by the workman Shri Samar Bahadur Kashyap and Shri V. K. Gupta, Asstt. Law Officer, on behalf of the management. They also verified the signatures of the signatories appearing at the foot of the settlement. The settlement is lawful. The terms of the settlement are—

1. That Shri Samar Bahadur Kashyap, workman, who was declared unsuitable in the interview held in the year 1983 and 1985 will be afforded one more opportunity to appear before the Selection Committee for interview for the post of Godown Keeper/Record Keeper. However, this opportunity shall not be treated as an extra chance as the concerned workman, Shri Samar Bahadur Kashyap, has already availed of all the chances for the said promotion as per his service conditions and, therefore, no extra chance can be given to the workman. The workman is being called to appear before the interview for the said promotion only as a special case.
2. That the workman, Shri Samar Bahadur Kashyap, is merely being given an opportunity to appear before the Selection Committee for interview and this opportunity/chance shall not give any right to him for claiming his promotion in any manner as a matter of right or otherwise.
3. That the workman, Shri Samar Bahadur Kashyap, is found suitable by the above said Selection Committee, shall be promoted only from the date fixed for the candidates called for the written test/interview in the current year 1989 and the workman will not be entitled to any back wages prior to that date. The workman will also not raise any case/dispute/issue before any court including civil court for the back wages/promotions prior to that date.
4. That the SBI Staff Association/workman will not treat this settlement as a matter of precedent in such type of other cases either pending as on date in any court of law or to be arisen in future.
5. That the SBI Staff Association on its own platform will not agitate this matter of any other matter either relating to this interview/chance of promotion or for the written test/interview held in the year 1983 and 1985 for the promotion of the Record Keeper/ Godown Keeper in any manner whatsoever in any court or otherwise.
6. That the workman, Shri Samar Bahadur Kashyap/ Union representatives shall be bound by this agreement/settlement.
6. Hence, the reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-12012/452/86--D.II(A)|D.III(A)]

S. C. SHARMA, Desk Officer

नई दिल्ली, 27 सितम्बर, 1989

का. आ. 2676.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण व श्रम न्यायालय चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 सितम्बर, 1989 को प्राप्त हुआ था।

New Delhi, the 27th September, 1989

S.O. 2676.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Cum-Labour Court, Chandigarh as shown in the Annexure in the industrial dispute between the employer in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 22-9-89.

ANNEXURE

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. ID 24/89

PARTIES :

Employers in relation to the management of State Bank of India.

AND

Their workman—Kailash Chander.

APPEARANCES :

For the workman—Shri N. K. Gupta.

For the management—Shri Ajay Kohli.

INDUSTRY : Banking.

STATE : Haryana

AWARD

Dated 12-9-1989

On a dispute raised by Kailash Chander against the State Bank of India, Central Govt. had vide No. L-12012/146(ii)/88-D-3(A) dated 10th February 1989 referred the following dispute to this Tribunal for adjudication.

“Whether Shri Kailash Chander, Canteen Boy employed by the local implementation Committee at the Regional office of State Bank of India at Haryana and Chandigarh (Union Territory) is eligible for being absorbed in the services of the Bank in terms of the Settlement and, if so, what relief the said workman is entitled to?”

2. During the pendency of the proceedings the parties have amicably settled the dispute and informed the Tribunal accordingly through statement of Shri N. K. Gupta, Dy. General Secretary, SBI Staff Association recorded on 12-9-1989. In view of the same a No Dispute Award is returned.

Chandigarh.

12-9-1989.

M. S. NAGRA, Presiding Officer

[No. L-12012/146(II)/88-D.III(A)]

S. C. SHARMA, Desk Officer

नई दिल्ली, 26 सितम्बर, 1989

क. प्र. 2677—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेल्फोन एक्स्चेंज क्रिष्णा नगर कानपुर के प्रबन्धन के सम्बन्ध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-89 को प्राप्त हुआ था।

New Delhi, the 26th September, 1989.

S.O. 2677.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Exchange Krishna Nagar, Kanpur and their workmen, which was received by the Central Govt. on the 22-9-89.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL KANPUR

I.D. No. 126 of 1988

In the matter of dispute between :

Smt. Prabhawati Jaiswal, Mohalla Ajitgani 130/291
Makhanlal Ka Hata Post Office Transport Nagar,
Kanpur.

AND

The General Manager West Cott Building The Mall,
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. 140012/63/87-D.II(B) dated 5-10-87, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Telephone Exchange Krishna Nagar, Kanpur, in terminating Smt. Prabhawati Jaiswal Water Woman from service w.e.f. 4-8-86, is justified ? If not, to what relief the concerned workman is entitled to ?

2. The workman's case in short is that she was appointed as casual labour by Divisional Engineer (Phones) Kanpur vide his letter dt. 10-12-80. After rendering 5 years of continuous service she was placed in category III of casual labour from Category II w.e.f. 1-4-85. While she was working as water woman at Telephone Exchange, Krishna Nagar, Kanpur, her services were terminated w.e.f. 4-8-86, illegally. The reason behind it was that Shri Durga Prasad, Asstt. Engineer, got annoyed with her when she refused to attend to his domestic work. On 22-7-86, at the instance of the said AEN she was assaulted by Shri Ram Khilawan, a co-worker, against whom she lodged an FIR with the Police Station. The termination of her services was ordered by Shri N. D. Gupta, Junior Engineer, who was not competent to pass such an order. Many more facts have been pleaded by her in her claim statement but we are not much concerned those facts.

3. The case has proceeded *ex parte* against the management. In support of her case, the workman has filed her own affidavit and as many as 9 documents. Document No. 5 shows that she was selected by the Divisional Engineer (Phones) and was placed at No. 7 in the merit list. Document No. 6 shows that w.e.f. 1-4-85, her category was changed to III from Cat. II Document No. 9 purports to the order dt. 4-8-86 from the Junior Engineer Shri N. D. Gupta, to the workman informing her that she could not be taken on duty as other

staff members had given it in writign that in case she was taken on duty, they would not report for duty.

4. Thus from the above evidence, the order of termination change Krishna Nagar, Kanpur, in terminating the services of was paid notice pay or has been served with a notice in lieu of it and retrenchment compensation. However, if there was any misconduct on her part, she should have been charge-sheeted and proceeded in accordance with law,

5. Hence, the action of the management of Telephone Exchange Krishna Nagar, Kanpur, in terminating the services of Smt. Prabhawati Jaiswal, w.e.f. 4-8-86, is held as unjustified. Consequently, she is held entitled to reinstatement with continuity of service and full back wages.

6. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

Dt. 29-8-1989.

[No. L-40012/63/87-D II(B)(Pt)]

क. प्र. 2678—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फोरेस्ट रिसर्च इंस्टीट्यूट और कॉलेज देहरादून के प्रबन्धन के सम्बन्ध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-89 को प्राप्त हुआ था।

S.O. 2678.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Forest Research Instt. and College, Dehradun and their workmen, which was received by the Central Govt. on the 22-9-89.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, PANDU NAGAR, KANPUR

I.D. No. 141/89

In the matter of dispute between :

Shri Harish Chandra Bahuguna,
R/o Ladpur Nai Colony, Raipur of P.O. Dehradun-248006
AND

Chairman,
Forest Research Institute & College
P.O. New Forest Dehradun.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. 1-42012/94/89-D-2(B) dated 24-5-89, has referred the following dispute to this Tribunal for adjudication :

KYA FOREST RESEARCH INSTITUTE AND COLLEGE DEHRADUN KE PRABANDHAKO KA SH. HARISH CHAND BAHUGUNA SON OF SHRI H. L. BAHUGUNA KO DINAK 30-6-87 SE SEWA SE NISHKASHIT KARANA NYAYOCHIT HAI ? YADI NAHI, TO SAMBANDHI KARMKAR KIS ANUTOSH KA ADHIKARI HAI.

2. In this case notice fixing 4-9-89, for filing of the claim statement was sent to the workman on 13-7-89 but on 4-9-89, neither the applicant/workman nor any one else put in appearance on his behalf in the case. No application seeking time to file statement of claim has been moved on 4-9-87. Prior to it 11-7-89, was also the date for filing of the claim statement on behalf of the workman but vide his application dt. 6-7-89, received in the office on 10-7-89, he sought time

for filing of the claim statement on the ground of illness of his authorised representative. The said application was allowed and time till 4-9-89 was allowed to file statement of claim.

3. Thus it appears that the workmen is not interested in prosecuting the case. Hence a no claim award is given against him.

4. Reference is answered accordingly.

ARIAN DEV, Presiding Officer.
[No. L-42012/94/88-D.II(B)(Pt)]

का. आ. 2679.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे लखनऊ के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-89 को प्राप्त हुआ था।

S.O. 2679.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Govt. Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on 22-9-89.

ANNEXURE

BEFORE SHRI ARIAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
KANPUR.

Industrial Dispute No. 21 of 1989

In the matter of dispute between :

The Divisional Secretary,
Uttar Railway Karamchari Union,
96/196 Roshan Bajaj Lane,
Ganesfi Ganj, Lucknow.

AND

The Sr. Divisional Personnel Officer,
Northern Railway,
Hazaratganj, Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. 41012/63/87-D. 2(B) dated 10th January, 1989, has referred the following dispute for adjudication to this Tribunal :

Whether the D.S.T.E. Lucknow was justified in not regularising the service of Shri Kan Srikant Shrivastava as diesel mechanic keeping in view the Rly. Board Circular No. 220-E/190/E-4 dated 30-6-81 w.e.f. 24-2-82, when he was placed in scaled pay, if not, what relief the workman was entitled to?

In the present case first notice was issued to the Union for filing of the claim statement in pursuance of order dt. 12-1-89 fixing 23-2-89, on 7-2-89, for Kanpur, but since then till 21-8-89, no claim statement was filed by the Union on one ground or the other. Dates 10-3-89, 27-4-89, 25-5-89 and 3-7-89 were given to the Union for filing of the claim statement. On 21-8-89, Shri B. D. Tewari, sent an application for adjournment of the case on the ground of illness, which was rejected by me as the ground was found as not satisfactory. Moreover, it appears to me that the Union is not interested in prosecuting the case of the workman.

3. Thus the tribunal is left with no option but to give award against the Union.

4. In the circumstances, the reference is answered accordingly.

ARIAN DEV, Presiding Officer
[No. L-410012/63/87-D. II(B)(Pt.)]

HARI SINGH, Desk Officer

नई दिल्ली, 29 सितम्बर, 1989

का. आ. 2680.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, संसद भारत कोकिंग कोल लिमिटेड की गोविन्दपुर कोलियरी के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2) धनबाद के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 29th September, 1989

S.O. 2680.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Govindpur Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 51 of 1983

In the matter of an industrial disputes under Section 10(1)(d) of the I.D. Act. 1947.

PARTIES :

Employers in relation to the management of Govindpur Colliery of Bharat Coking Coal Limited, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the workmen : Shri S. Bose, Secretary,
R.C.M.S. Dhanbad.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 4th September, 1989

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. At. 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-22011/58/82-D. III(B), dated, the 5th August, 1983.

SCHEDULE

"Whether the action of the management of Gobindpur Colliery of M/s. Bharat Coking Coal Limited, P.O. Sonardih, District Dhanbad is justified in refusing protection of wages to Shri Bhushan Das, Timber. Helder? If not, to what relief is he entitled to?"

Soon after the receipt of the order of reference the same was registered as Ref. No. 51 of 1983. Thereafter notices were served upon the parties to file their respective W.S.

Thereafter both the parties appeared and took several adjournments for filing compromise petition. Subsequently when the case was fixed for oral evidence both the parties appeared before me and filed a Petition of compromise. I heard both the parties on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the Joint Compromise petition which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
DHANBAD.

Reference No. 51/83.

BETWEEN

Employers in relation to the management of Govindpur
Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That the Central Govt. by notification No. L-20011/58/82-D.III(B) dated 5th August, 1983 has been pleased to refer the present dispute for adjudication on the issue contained in the schedule of reference which is reproduced below :—

SCHEDULE

"Whether the action of the management of Govindpur Colliery of M/s. B.C.C. Ltd. P.O. Sonardih is justified in refusing protection of wages to Shri Bhusan Das, Timber helper ? If not, to what relief is the workmen entitled to ?"

2. That the above dispute has been amicably settled between the parties on the following terms :—

TERMS OF SETTLEMENT

- (a) That the concerned workman Shri Bhusan Das has already been regularised on time rated job of light nature as General Mazdoor in Cat. I as per his request after he became medically fit after accident. He, therefore does not claim for his original job or protection of wages.
- (b) That the management agrees to give him two additional increments on his existing scale of pay with effect from 1-1-1989 and his basic in the existing scale of pay will be changed after addition of two extra increments.
- (c) That there will be no further claim for difference of wages or protection of wages arising out of conversion of the concerned workman PR into time rated scale.
- (d) That in view of the above settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the
2807 GI/89—6

settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Employers :

Sd/-

(S. N. P. RAI)
General Manager.

Sd/-

(S. P. SINGH)
Personnel Manager.

For the Workmen/Union :

Sd/-

(G. D. PANDEY)
Vice President

Witnesses :

1. Sd/- (illegible)
2. Sd/- (illegible)
- 3.

[No. L-22011(58)/82-D. III(B)/IR(Coal-I)]

का. घा. 2681. औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार, मैसर्स सेंट्रल कोल फील्ड लिमिटेड का बरकाकाना एरिया के प्रबन्धक से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचाद को प्रकाशित करती है।

S.O. 2681.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Barkakana Colliery of M/s. Central Coal Field Ltd. and their workmen.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 59 of 1981

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Barkakana Area of CCL, P.O. Barkakana and Argada Area of CCL, P.O. Argada, Distt. Hazaribagh and their workmen.

APPEARANCES :

On behalf of the workmen : Shri Narain Mahato, Advocate.

On behalf of the employers : Shri R. S. Murthy, Advocate.

STATE Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 30th September, 1989

AWARD

This reference case No. 59 of 1981 and Ref. No. 29 of 1981 were heard together and the evidence adduced by the parties in respect of both the reference cases were common and are kept in the record of Ref. No. 29 of 1981. The present reference and Ref. No. 29 of 1981 were heard together by my Predecessor-in-office Shri J. P. Singh, Presiding Officer, Central Govt. Industrial Tribunal No. 2, Dhanbad who passed an Award in identical terms in favour of the workmen in both the cases by the Award dated 28-2-83. The management went in Writ challenging both the Awards

before the Hon'ble Patna High Court, Ranchi Bench in CWJC No. 1969/84(R) and CWJC No. 1972/84(R). His Lordships disposed of both the cases by the order dated 15-4-89 quashing both the Awards passed by the Tribunal with a direction to pass fresh awards in accordance with the law and the direction contained in the order of the basis of the evidence already on the record. A further direction was made by his Lordship directing the Tribunal to record its finding on the points indicate by his Lordship in the said order.

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 had referred the following dispute to this Tribunal for adjudication vide their Order No. L-24011 (2)/81-D. IV(B) dated, the 7th September, 1981.

SCHEDULE

"Whether the action of the management of A.K. Colliery, Sayal 'D' Colliery of Barkakana Area and Sirka Colliery of Argada Area of Central Coalfields Ltd., Distt. Hazaribagh in not paying NCWA-II Category-I wages to their Clay Cartridge Makers (as detained in the annexure) is justified? If not to what relief the workmen concerned are entitled?"

List of Workers making Clay Cartridge A. K. Colliery, Barkakana Area.

1. Ramsing Munda
2. Lalan Munda
3. Shatrughan Munda
4. Bharat Munda
5. Nanna Lal Munda
6. Karam Singh
7. Leel Madho
8. Ghasi Munda
9. Muchi Munda
10. Kamla Munda
11. Shibu Munda
12. Khudin Munda
13. Sanlichara Munda
14. Ganesa Munda
15. Lallan Munda
16. Sumitra Devi
17. Mangri Devi
18. Sudhan Devi
19. Parbatia Devi
20. Durga Devi
21. Nomli Devi
22. Shanti Devi
23. Gribala Devi
24. Dashmi Devi
25. Ramni Devi
26. Kerawati Devi
27. Mangla Devi
28. Rajbala Devi
29. Chhota Devi
30. Somri Devi
31. Somra Uraon
32. Jamni Devi
33. Bigu Uraon.

Sirka Colliery, Argada Area.

1. Bilulal Kumar
2. Phulko Kumari
3. Babulal
4. Riguwa Ghasi
5. Gopal Ghasi
6. Munki Ghasi
7. Phunta Devi
8. Sripado Mahto

9. Dulari
10. Tulsia
11. Bandhan
12. Jamni Devi
13. Bigu Uraon.

List of workers making clay cartridges Sayal 'D' Colliery.

1. Sri Mahabir Munda
2. Shri Jogeya Munda
3. Smt. Sohni Devi
4. Smt. Phulo Devi
5. Shri Kabilas
6. Smt. Jhalwa Devi
7. Shri Lakhna Munda
8. Shri Ramjan Lohar
9. Smt. Phulmani Devi
10. Smt. Ramni Devi
11. Smt. Nanki Devi
12. Smt. Dasmi
13. Smt. Saviti
14. Sri Gobardhan Singh
15. Smt. Jogeswari Devi
16. Smt. Sudha
17. Smt. Samia
18. Smt. Saino Devi
19. Smt. Samudri
20. Shri Tipu Uraon
21. Smt. Sukro Devi
22. Smt. Geeta Devi
23. Smt. Rukmani Devi
24. Smt. Phulo Devi
25. Smt. Dahri Devi
26. Shri Basant
27. Smt. Birsi
28. Smt. Jatri
29. Smt. Gangi
30. Smt. Salo
31. Sri Bajrangi Munda
32. Smt. Saroj Devi
33. Shri Turisa Munda
34. Smt. Parbatiya Devi
35. Smt. Panowa Devi
36. Shri Jokhan Jado
37. Smt. Somri Devi
38. Smt. Nilmani
39. Shri Maikal Uraon
40. Smt. Muni Devi.

The present reference is in respect of the workmen of 3 collieries. They are 33 workmen concerned in respect of A. K. Colliery, 13 workmen of Sirka colliery and 40 workmen of Sayal 'D' colliery all under CCL.

The case of the workmen is that all these concerned workmen were the employees of their respective collieries of CCL and were clay cartridge makers and were drawing payment of their wages from the management of the concerned collieries. The clay cartridges prepared by the concerned workmen are used in the mining operation for the production of coal. The management supplies all the materials for the manufacture of the clay cartridges. There is relationship of employer and employees between the management of the respective collieries and the concerned workmen. The management engaged the concerned workmen in the mines for making clay cartridges and their work was supervised by the management. The management used to take the attendance of the concerned workmen and the management was making payment for the job performed by them in piece rate which is much less than the lowest wages being paid to the workmen in the coal industry.

The management has provided them with a shed to prepare the clay cartridges. The management supplies earth for the manufacture of clay cartridges on its own truck and has also arranged for water. Each of the concerned workmen is paid directly by the management at the payment counter on weekly basis. The nature of the job of the concerned workmen in the manufacture of clay cartridges is of permanent nature. The management does not get the supply of clay cartridges from their suppliers or through contractors. The other managements of the collieries of the CCL have regularised the services of clay cartridge makers as time rated employees and are paying wages on the categories as specified in the NCWA-II. The management of the three collieries concerned have denied regularisation of the concerned workmen and they are paying less wages to them. The concerned workmen are being paid @ Rs. 4/- to Rs. 5/- per day. The management of the 3 collieries are having direct production of clay cartridges for the colliery within their colliery premises. The workmen work from 8.00 A.M. to 4 P.M. regularly. On the above facts it is submitted that the action of the management of the three collieries concerned in not paying Cat. I wages of NCWA-II to the concerned workmen is not at all justified and is against the provision of NCWA-II. It is prayed by the workman that the management be directed to pay Cat. I wages of NCWA-II to the concerned workmen with back dues on account of less payment.

The case of the management is that there is no relationship of employer and employee between the collieries concerned and the concerned workmen. The management of the collieries are not aware of the persons concerned in the Reference except a few of them who are suppliers of clay cartridges to the management. The concerned persons named in the annexure to the reference order may be contractors workers who supply the clay cartridges to the management of the 3 collieries. The Joint charter of demand submitted by all the Central Trade union represented on the JBCCL vide Sl. No. 25 of the demand "Abolition of contract system in coal Mining industry and absorption of all the contractors workers in regular employment". The said demand was given up by the Central Trade Union while finalising NCWA-II. The abolition of contract system in any job in an industrial establishment has to be regulated under the contract labour (regulation and abolition) Act, 1970 and it cannot be the subject matter of an industrial dispute. The contractors who supply the clay cartridges to the collieries are absolutely independent contractors and they can supply the same to any person or establishment and not to a single colliery or the collieries of CCL only. The demand made by the sponsoring union before the ALC(C) was entirely different from what has been referred to this Tribunal for adjudication.

The clay cartridges are used to stemming holes during blasting operation in the underground mine. The use of such clay cartridges is coming since the blasting in the coal industry was introduced. The requirement of clay cartridges varies from time to time depending on the method of mining used. The clay cartridges are not at all required where pick mining is in existence and its requirement is comparatively less where coal cutting machines are in use. The management purchases the clay cartridges locally in the same manner as other materials required for mining operation or for extra money by preparing the clay cartridges outside their house in their locality. The management is not obliged to purchase the clay cartridges from any specified supplier only. The management is not obliged to purchase the clay cartridges from any specified supplier only. The management have no concern either with the manufacturer of clay cartridges nor any supervision is exercised by them at any point of time of the preparation of the clay cartridges. The suppliers are free to make the clay cartridges wherever they like. The management are not even aware about the persons who are free to make the clay cartridges wherever they like. It is too much to suggest that as the suppliers supply the clay cartridges to the management, the workers engaged by the suppliers for the manufacture of clay cartridges are the employees of the management. The management is not aware about the rate of payment being made by the sellers to the persons preparing clay cartridges for them. The persons supplying the clay cartridges to the management are not even contractors of the management. It is the policy of the management to purchase the clay cartridges from the

suppliers instead of manufacturing them departmentally. The management does not provide earth, water, or site and any shed for the purpose of manufacturing clay cartridges either to the suppliers or his workmen engaged in the preparation of the clay cartridges. On the above facts it is prayed by the management to hold that there is no relationship of employer and employee between the management and the concerned persons and that the demand for payment of NCWA-II cat I wages is totally unjustified and as such they are not entitled to any relief.

The points for decision in this reference are the following :—

- (1) Whether there is any relationship of employer and employee between the management and the concerned persons. In deciding the said issue it has to be seen whether the workmen concerned are directly employed by the management of the collieries or whether they are employed by any other persons or the suppliers. To decide the relationship of employer and employee between the management and the concerned workmen it has to be seen :—
 - (a) whether the workmen concerned prepare clay cartridges within the premises of the collieries or at other place of work ?
 - (b) Whether the management provides them with materials and facilities for the manufacture of the clay cartridges,
 - (c) Whether the management supervise and control the concerned persons in the manufacture of clay cartridges by them ;
 - (d) Whether the payment of wages to the concerned persons is made by the management directly to them or the payment is made to the suppliers/contractors ?
- (2) Whether the concerned persons are justified in getting Cat. I wages of NCA-II.

The management examined 9 witnesses in connection with both the reference cases. But only MW-1 Shri S. B. Singh, MW-3 Shri R. Gupta, MW-5 Shri Karuna Nidhan Pd., MW-6 Shri B. N. Tewary, MW-7 Shri Mohamood Khan, MW-8 Shri S. S. Singh and MW-9 Shri Upendra Narain deposed in connection with Ref. No. 59 of 1981. The other witnesses examined on behalf of the management are in connection with Ref. No. 29 of 1981. The concerned workman examined 7 witnesses in all the 2 reference cases out of whom WW-2 Dahri Devi, WW-4 Smt. Gita Devi, WW-7 Shri Karam Singh Munda and WW-6 Smt. Sarla Tundo have deposed on behalf of the workmen in Ref. No. 59 of 1981. The documents of the management are marked Ext. M-1 to M-9 out of which Ext. M-1, M-2, M-4 to M-9 are in connection with Ref. No. 59 of 1981. No document was exhibited by the workmen.

As stated earlier Ref. No. 59 of 1981 relates to 3 collieries of CCL viz. A. K. Colliery and Sayal 'D' colliery of Barkakana area and Sirka colliery of Argada Arc. Most of the witnesses examined on behalf of the parties deposed regarding the specific collieries. Hence for the sake of clarity and to avoid confusion I think it proper to discuss the evidence of the parties collierywise. I will first take up the case of A. K. Colliery.

The witnesses relating to A. K. Colliery examined by the management are MW-1 and MW-3 and the documents in its connection are Ext. M-1 series and M-2 series. The workmen examined WW-7 Shri Karam Singh Munda besides WW-6 Smt. Sarla Tundo. The definite case of the management is that clay cartridges were purchased by them through their suppliers namely Ram Singh Munda in A. K. collieries. The case of the workmen on the other hand is that they are the workmen of the management of A.K. collieries and were preparing the clay cartridges at the incline mouth within the colliery premises and that they were provided with earth, water shed for the preparation of the clay cartridges and that they were paid at daily rate and the payment was made on the weekly basis.

MW-1 Smt. S. B. Singh was working from May, 1978 to December, 1980 as Colliery Manager of A. K. colliery. He has admitted that for the purpose of mining they require clay cartridges in small quantities. He has stated that during his period in A. K. Colliery they did not have any employee making clay cartridges and that they were getting the clay cartridges through suppliers. According to him Shri Ram Singh Munda was the supplier of clay cartridges in A. K. Colliery. The name of the said Ram Singh Munda appears in Sl. No. 1 of the list of workers of A. K. Colliery in the schedule to the order of reference. He has stated that Ram Singh Munda alone was the supplier of clay cartridges to A. K. Colliery and there was no other supplier of clay cartridges to A. K. collieries. He has stated that A. K. colliery never provided any shed, water for the preparation of clay cartridges in the colliery premises. According to him whoever prepare the clay cartridges he did so outside the colliery premises. In support of his evidence the management has produced Ext. M-1 series which are bills for the payment of clay cartridges supplied by Ram Singh Munda to A. K. collieries from 12-1-1979 to 26-9-81. Ext. M-2 series contains the bills of Ram Singh Munda passed for payment for the period 5-7-80 to 21-3-81 and the bills of Shri Ram Singh Munda from 28-3-81 to 27-3-82. All these bills relate to the supply of clay cartridges by Shri Ram Singh Munda to A. K. Colliery during the above period. MW-3 Shri R. Gope is the Asstt. Accounts Officer of A. K. Colliery dealing with the accounts since 1975. He has stated that his duties include the duty of passing bills for payment and that the bills passed for payment by him bear his signature. He has stated that he has passed bills of Shri Ram Singh Munda supplier of clay cartridges. He knew Shri Ram Singh personally and is familiar with his signature. He has stated that the various bills and vouchers of Ext. M-2 series bear the signature of Shri Ram Singh Munda. According to him the payment was being made to Shri Ram Singh Munda @ Rs. 11 per thousand clay cartridges. It was argued on behalf of the workmen that if A. K. Colliery was getting the supply of the clay cartridges from the suppliers it must have been done by inviting tenders for the supply of clay cartridges. In answer to the said question MW-3 has stated that according to CCL rules tenders are invited if the stores are worth more than Rs. 10,000 if purchased in a single transaction. Thus it is clear from his evidence that tenders were being invited when stores worth more than Rs. 10,000 in a single transaction was to be purchased. Ext. M-2 series and M-1 series will show that Ram Singh Munda had never supplied clay cartridges worth Rs. 10,000 in a single transaction. The supply was rather of much less value and as such it appears that there was no need to call for tenders from the suppliers of the clay cartridges makers. The evidence of MW-1 and MW-3 finds support from Ext. M-1 and Ext. M-2 series to show that Ram Singh Munda was the supplier of clay cartridges to A. K. Colliery.

Now let us turn to the evidence of the workmen relating to A. K. colliery. WW-7 Shri Karam Singh Munda is one of the concerned person and is son of one Ram Singh Munda mentioned as a workman of A. K. Colliery in Sl. No. 1 of the schedule to the order of reference. He has stated that he is working in A. K. colliery as clay cartridge maker, along with other concerned persons totalling 33 in number. He has stated that he has been working for the past 7 years on payment of Rs. 7 per day as his wages and is paid every week on Saturday. He has stated that the worksite for the preparation of Gola Mitti (clay cartridge) is at the site of the mine and that they work from 8 A.M. to 4 P.M. He has stated that their work is supervised by the colliery official. According to him the management supplies earth and water for preparation of clay cartridges and the payment is made directly to them by the management. He has denied that Ram Singh Munda is the supplier of clay cartridges to A. K. Colliery. In cross-examination he has stated that his father Shri Ram Singh Munda is illiterate and prepares clay cartridges. He has stated that Shri Ram Singh Munda will also be examined as witness but Shri Ram Singh Munda has not been examined. He has denied that Ram Singh Munda had ever submitted bill regarding the supply of clay cartridges nor received payment for the same from the management. Although the management was asserting from the very beginning that Ram Singh Munda was the supplier of clay cartridges to the A. K. Colliery, the

workmen had no courage to produce and examine Shri Ram Singh Munda to deny his signature/LTI on the bills Ext. M-1 and Ext. M-2 series. MW-3 has specifically stated that he identified the signature of Shri Ram Singh Munda and that he had also seen Ram Singh Munda signing the bills at the time payment was made by him to Ram Singh Munda. The evidence of WW-6 Smt. Tundo is of not much importance on this score, as she had not seen the payment being made to the concerned persons. Thus it appears that there is much truth in the case of the management that the management of A. K. Colliery was taking their supplies of clay cartridges from Shri Ram Singh Munda and that there are documents to show that Ram Singh Munda had presented his bills for the payment of the clay cartridges supplied by him and that he had signed on those vouchers at the time he received the payment.

WW-7 in his cross examination has stated that the company gave them documents for preparation of clay and they are at his home which she can produce. This witness however did not produce any document to show that the management had given him any paper to show that he was asked to prepare clay cartridges. In cross-examination the management has tried to take out from him in order to show the difference of an employee and others of A. K. Colliery. WW-7 has stated that in A. K. Colliery workers of CCL gets Bonus card, and papers but they did not get any Bonus card or pay slip from the management. The fact that the workmen concerned did not get Bonus card and other paper indicate that they were not the employees and workmen of A. K. collieries and as such no Bonus card or any other paper was given to them by the management. He has stated that they are paid by the clerks of the office of the management. He has stated that the clerks at the payment counter are changed but the workmen could not succeed in examining any of the clerks to show that the workmen concerned were paid wages individually at the cash counter of the management. It will also appear that the workmen of the colliery get identity card but the concerned persons of A. K. Colliery did not get any identity card. This fact also distinguishes the concerned persons from the employees and workmen of A. K. Colliery. He has no doubt stated that the management supply earth and water for the preparation of clay cartridges but no witness has come forward to support that earth and water was being supplied to the clay cartridge maker of A. K. Colliery or that they were preparing the clay cartridges at the incline mouth. In the W.S. filed on behalf of the workmen there is absolutely no mention of the fact that the clay cartridge makers were supplied with earth, water or shed for the preparation of the clay cartridge at the incline mouth within the premises of A. K. Colliery. This fact was stated subsequently in the rejoinder filed on behalf of the workmen. Even WW-7 does not state that the management had provided any shed for the preparation of the clay cartridges near the incline mouth. In para 6 of the rejoinder of the workmen it is stated that the management was making payment for the work of making clay cartridges on piece-rate basis which was much less than any workman in the coal mines industry was paid. Thus in the beginning the case of the workmen was that the concerned persons were preparing the clay cartridges on piece-rate basis but now they come out with a case that they were paid wages on daily rate basis which was paid on weekly basis. This fact also falsifies the case of the workmen that they were daily rated workmen. From Ext. M-9 dated 12-12-80 written by Shri S. Tundo, Secretary of the sponsoring union it will appear that a memorandum was submitted by her to the General Manager, CCI Sirka in which it is stated that the job of clay cartridge making is purely a contract job. Smt. S. Tundo as WW-6 has denied her signature on Ext. M-9 but I do not see any reason to agree to the evidence of WW-6 as the said memorandum was received by the General Manager at the relevant time in course of correspondence. The workmen have produced no document in support of the fact that the concerned persons were the employees of A. K. Colliery and that they were individually paid at the management's pay counter. The fact as stated by WW-7 that the management had given papers regarding the fact that they were entrusted to manufacture the clay cartridges in A. K. Collieries is a complete myth in as much as although asserted by WW-7 that he has

those papers with him could not produce to establish their case. It appears that the workmen were trying to establish their case on flimsy evidence and that too was not consistent with the case as earlier disclosed. There is no evidence of supervision of the work of the concerned persons by the management. No attendance has either been produced or any witness examined to show that the attendance of the concerned persons was being maintained by the management on the basis of which their daily wages was paid.

In view of the facts evidence and circumstances discussed above I hold that there is no relationship of employer and employee between the management and the workmen concerned in as much as none of the elements which establish the said relationship have been established. Accordingly I hold that the concerned 33 persons named in the schedule to the order of reference of A. K. Colliery are not the workmen directly employed by the management of A. K. Colliery and that they were preparing clay cartridges for the suppliers.

Now I take up the consideration of the case of the 40 concerned workmen of Sayal 'D' colliery.

The management has examined MW-1 Shri S. B. Singh, MW-5 Shri Karuna Nidhan Pd. and MW-8 Shri S. S. Singh and exhibited the vouchers Ext. M-6 series in support of their case. The workmen examined WW-2 Shri Dahri Devi and WW-4 Smt. Gita Devi in order to establish the case of the workmen concerned of Sayal 'D' colliery.

MW-1 was working in Sayal 'D' colliery as Colliery Manager prior to his posting at A. K. colliery. He has stated that Sayal 'D' colliery did not have any departmental employee for preparing clay cartridges and that they were getting the supplies of clay cartridges through supplier. According to him Sayal 'D' colliery is located on the bank of river Damodar and there are perennial streams and nulla located near the colliery. According to him there was the same system of supply of clay cartridges in A. K. colliery and Sayal 'D' colliery. He has stated that if any purchase is made of any material from outside the colliery the same has to be entered in the stores register of the colliery but there are number of things which they purchase from outside which are not entered in the stock registers as per stores manual. He further stated that for the purpose of blasting the clay cartridges has been an essential material in Sayal 'D' colliery and that clay cartridges are received by the colliery at the incline mouth by the colliery staff in the morning hours only. According to him the clay cartridges are counted at the incline mouth and received by the under Manager, Overman or anybody under the direction of the Under Manager. He has stated that no account is maintained about the use of the clay cartridges in the underground. He has also stated that no tender was called for by colliery for the supply of clay cartridges. He has also stated that there was no written contract between the management and the supplier for the supply of clay cartridges. Thus he has tried to explain the reason as to why no tender for the supply of clay cartridge was called for, or as to why there was no document of contract for the supply of clay cartridges. MW-5 was working in Sayal 'D' colliery since 1960. He was working as cashier at Sayal 'D' colliery from 1963. He has proved the vouchers Ext. M-6 series in respect of Sayal 'D' colliery which contain the signatures of colliery manager and accounts official. According to him it also has the impressed holders signature and there is thumb impression of the payee in all the vouchers contained in Ext. M-6. The said voucher have been prepared in the form of Paysheet but they are not pay sheets but are vouchers. He has written at the top of all Ext. M-6 series voucher No. in red ink. Dahri Devi was supplying the clay cartridge in Sayal 'D' colliery. He had nothing to do with the supervision of the preparation of the clay cartridges or its supply. It appears from his evidence that payment in regard to the vouchers were not paid in his presence. The evidence of MW-3 shows that the suppliers of clay cartridges to Sayal 'D' colliery used to receive its payment on the basis of vouchers produced by them and thus his evidence demolishes the case of the workmen that each concerned person used to get payment of their wages for preparation of clay cartridges at the cash counter of Sayal 'D' colliery.

MW-8 worked in Sayal 'D' colliery from 1966 to 1979 in different capacities such as Under Manager, Asstt. Colliery Manager and Colliery Manager. He has stated that he was getting clay cartridges for Sayal 'D' colliery from the suppliers and he did not know the actual place where the clay cartridges were manufactured. He also did not know as to who were the actual manufacturers of clay cartridges which were being supplied by the supplier to Sayal 'D' colliery. He has stated that the clay cartridge makers did not manufacture it in the colliery premises. He has also stated that Sayal 'D' colliery did not have any departmental worker for the manufacture of clay cartridges. He has denied that the clay cartridges were manufactured near the incline mouth. He has denied that the clay cartridges were manufactured in colliery premises of Sayal 'D' colliery and that the attendance of the clay cartridge makers were marked on that there was any fixed hour of work for clay cartridge makers. He has also denied that the work of clay cartridge maker was supervised by the Munshi or Manager of Sayal 'D' colliery. He has also denied that the management provided the clay cartridge makers with clay, water and working place for the manufacture of clay cartridges. He has also denied that Dehri Devi manufactured the clay cartridges in the colliery premises along with other since several years. He has stated that the payment for the supply of clay cartridges is made through vouchers to the suppliers. He has specifically denied that the concerned 40 persons named in the reference are not the workers of Sayal 'D' colliery but some of them are supplying clay cartridges to Sayal 'D' colliery as suppliers. In cross-examination he has stated that clay cartridges are stored underground. He has named the suppliers of clay cartridges to Sayal 'D' colliery numbering 7 persons. He has denied that those 7 persons manufacture clay cartridges in Sayal 'D' colliery. He has stated that the colliery Manager orders for the supply of the clay cartridges verbally and not in writing. He further stated that no account for the supply of clay cartridge is maintained in the colliery. He has also denied that all the concerned persons are residing in the colliery premises from where they prepare clay cartridges. The evidence of those 3 management's witnesses and the vouchers Ext. M-6 series show that Sayal 'D' colliery gets their supply of clay cartridges through suppliers and that the concerned persons do not prepare the clay cartridges in the premises of Sayal 'D' colliery or that they are supplied with the materials and shed to facilitate the concerned persons to prepare the clay cartridges. It will also appear from the evidence of the management's witnesses that the management pays for the supply of clay cartridges through vouchers produced by the suppliers and that the management do not make payment for the clay cartridges to the individual workman claiming as the persons manufacturing the clay cartridges in the colliery premises.

WW-2 Dahri Devi is named in the Sl. No. 25 of the list of workmen of Sayal 'D' colliery in the schedule to the order of reference. She has stated that she is a clay cartridge maker in Sayal 'D' colliery for the last 24 years. She has stated that there are 40 clay cartridge makers in Sayal 'D' colliery. She has asserted that they prepare the clay cartridges near the incline mouth within the colliery premises of Sayal 'D' colliery and that the dozers of the colliery deposit the earth near their work site. She has stated that they get water for preparation of the clay cartridges through a drain upto their work site and that there is a tin shed at their work site constructed by the management. She has stated about their duty hours from 8.00 A.M. to 4 P.M. and that a Munshi of the colliery maintains their attendance and sometimes the Manager of the colliery inspects their work. She has further stated that they get direct payment for the clay cartridges from the colliery office on daily rate but paid on weekly basis. She has stated that all the facts stated by her in her deposition are mentioned in the W.S. filed by the workmen. She has denied that they are getting payment for the manufacture of clay cartridges through Bajrangi Munda and Nanku. According to her about 500 to 600 clay cartridges are prepared by each workman per shift. The evidence of WW-4 Smt. Gita Devi is of greater importance in falsifying the case of workmen. She has stated that she is a clay cartridge maker in Sayal 'D' colliery where she works along with 40 persons from 8.00 A.M. to 4 P.M. She has stated that before going the duty they go to colliery office where their attendance is marked and thereafter they go to the worksite. She has

stated that there is a shed for their work and that earth and water for the preparation of the clay cartridges is supplied to them by the colliery Manager. She has stated that the office babu marks their attendance and also looks after and supervise their work. Although WW-2 has stated that the supervision was made by the Manager, WW-4 does not say that the supervision of the work of clay cartridge makers was made by the colliery manager. She has claimed to be an employee of the colliery for the manufacture of clay cartridges. In cross-examination she has stated that before she had started work of preparing clay cartridges the management had given her a letter of appointment which she handed over to her leader. She has also stated that they were also provided with identity card and that she possesses the same at her house. She could not name the attendance Clerk who used to supervise the work. According to the evidence of WW-4 there were very good evidence in the possession of the workman to establish that they were the employees of Sayal 'D' colliery and those documents were in the Form of appointment letters and identity cards. W-4 stated that she possesses appointment letter and identity card but it is strange that none of these important document which could establish the case of the workmen have not been filed and instead they are depending on oral evidence which has not stood to the taste in the cross-examination. Had the concerned persons of Sayal 'D' colliery any appointment letter or identity card the same must have been produced by the workmen which could conclusively establish the case of the concerned persons that they were the employees of Sayal 'D' colliery. It was nowhere the case of the management that the workmen had appointment letter or identity card. In my opinion, the concerned persons of Sayal 'D' colliery did not possess any appointment letter or the identity card and this was falsely stated in order to support the case of the workmen. The workmen did not examine any employee of Sayal 'D' colliery other than the 2 concerned persons to show that the concerned persons were preparing clay cartridges in the colliery premises in the shed provided by the management and that they were also provided with earth and water to prepare the clay cartridges. There is also no evidence to show that the management used to pay their wages directly at the colliery counter. Had the case of the concerned persons been true one could expect many employees of Sayal 'D' colliery who could come forward to support the case of the workmen. Although it is claimed by the witnesses for the workmen that earth was supplied on dozers and prior to it through truck but none of the dozer drivers or truck drivers have come forward to depose that they had supplied earth to the concerned persons in the colliery premises to prepare the clay cartridges.

Considering the entire facts, evidence and circumstances of the case into consideration I hold that there was no relationship of employer and employee between the management of Sayal 'D' colliery and the 40 concerned persons named in the annexure to the schedule of order of reference. I hold that the concerned persons of Sayal 'D' colliery were not directly employed by the management of Sayal 'D' colliery and that they may have been employed by the suppliers of the clay cartridges to Sayal 'D' colliery. I further hold that the concerned persons did not prepare the clay cartridges within the premises of Sayal 'D' colliery and that they were neither provided with any shed or any materials such as earth and water for the preparation of the clay cartridges. I also hold that their work was not supervised and controlled by the management and that the payment for preparation of the clay cartridges was not made directly by the management to the clay cartridge makers but their payment was made to the suppliers of the clay cartridges who were paying the wages to the clay cartridge makers.

Now remains the case in respect of 13 concerned persons of Sirka colliery. In order to prove its case the management has examined MW-2 Shri A. B. Sharan, MW-6 Shri S. N. Tewary and MW-7 Md. Khan and MW-9 Shri Upendra Narain and have exhibited the vouchers Ext. M-4 and Ext. M-5 series. The workmen did not examine any witness specifically to prove the case of the workmen of Sirka Colliery.

MW-2 Shri A. B. Sharan is working as Under Manager, Sirka colliery since November, 1981. He has stated that they are purchasing clay cartridges from the suppliers in Sirka colliery. He has named Shri Dukhan Ram and Girdhari Pd. as the suppliers of clay cartridges in Sirka colliery. He has stated that the suppliers are free to supply clay cartridges

to other collieries also. He has stated that there is no system of issuing tenders for supply of clay cartridges as in the case of small purchase tenders are not invited. According to him the suppliers bring the clay cartridges on their loads at the incline mouth and it is received by whoever is on duty at the incline mouth. He has stated that the supplier prepare the bills and thereafter they are sent to the colliery office and payment is made to the suppliers on the basis of those vouchers. He has proved the vouchers Ext. M-4 series and Ext. M-5 series. Ext. M-4 series are the vouchers relating to Shri D. Ram supplier of clay cartridges and Ext. M-5 series are the vouchers relating to the supply of clay cartridges and payment to Shri Girdhari Pd. supplier of clay cartridges at Sirka colliery. MW-2 has stated that the vouchers are signed by the Manager of the colliery and the Cost Accountant. He has stated that no daily account of clay cartridges is kept in the colliery because it is cheap and directly consumable item. He has denied that clay water and shed are provided to the clay cartridge makers. It will appear from his evidence that the employees of the colliery are provided with Bonus Cards and the identity cards. This evidence has been adduced to show that the concerned persons are not the employees of the colliery as they were neither paid Bonus nor any identity card was issued as in the case of the employees of the colliery. He has stated that Sirka colliery office has a compound wall around it and a gate where security guards are posted at the gate where the workers have to show the identity cards in order to enter in the office. This evidence has been adduced to show that the concerned persons were not provided with any identity card it was not possible for them to enter in the office through the gate and as such the assertion of the workmen that they used to be paid their wages at the colliery office is not true. In cross-examination he has stated that no register is kept for receipt of clay cartridges from the suppliers. He has also stated that there is no written agreement with the suppliers and that they purchase clay cartridges according to the requirement and the clay cartridges purchased from the suppliers are stored in the underground. He has stated that the suppliers of clay cartridges are paid at the cash counter of the colliery. He has denied that the concerned persons are clay cartridge makers of Sirka colliery. MW-6 Shri B. N. Tewary is working as Dy. Chief Mining Engineer at Sirka colliery since 1982 and even prior to that he was Supdt. of Mines in Sirka colliery since 1976 and prior to that he was colliery Manager of Sirka colliery from August, 1974. He has stated that Sirka colliery is getting clay cartridges through suppliers and that the said arrangement is there since before the nationalisation of the Coal Mines. He has stated that except for one voucher the other voucher in Ext. M-4 relates to Shri D. Ram supplier of clay cartridges to Sirka colliery. He has stated that those vouchers are signed by the suppliers, Colliery Manager, Cost Accountant and in some cases by the Supdts. of Mines. This witness has also signed in some of the vouchers. He has further stated that Ext. M-5 series consist of duplicate vouchers relating to payment to Shri Girdhari Pd. supplier of clay cartridges to Sirka colliery and most of these vouchers bear his signature and the signature of the Accounts Officer. He has stated that clay cartridges were never departmentally manufactured in Sirka colliery and they had not engaged any worker for the said purposes. He has denied that any of the persons named in the reference were the workmen of Sirka colliery employed for manufacture of clay cartridges. He has also stated that the management do not provide clay, water or shed to the supplier of clay cartridges. He does not know the place where the suppliers get the clay cartridges prepared. The open cast and underground mines of Sirka colliery are under his supervision and as such he appears to be a competent witness to depose on the facts stated by him in his evidence. He has stated that there is no written agreement between the management and the suppliers of clay cartridges of Sirka colliery and no account is maintained for the consumption of clay cartridges in the collieries. MW-7 Shri Mahmood Khan is working in Cash Section of Sirka colliery since March, 1978 and he is discharging the duties of a cashier. He has stated that his duties are to receive cash, to make payment, to write cash book and to prepare impressed account etc. He has stated that he had made payment to the clay cartridge suppliers of Sirka colliery. He made payment to Sri Girdhari Pd. and Dukhan Ram who were clay cartridge suppliers and he knew them. He has stated that after receiving payment

Shri Dukhan Ram and Girdhari Pd. put their signature on the vouchers. He has also stated that the vouchers contain the signature of the Cost Accountant, Colliery Manager and Supdt. in some cases. He has also stated about the rate of payment to the suppliers of clay cartridges. In cross-examination he has emphatically stated that he knows Girdhari Pd. personally and the said Girdhari Pd. had signed on the voucher in Hindi. Thus the evidence of MW-7 is very positive on the point that the payment for the supply of clay cartridge was made by him as Cashier to Shri D. Ram and Shri Girdhari Pd. whose vouchers have been exhibited as Ext. M-4 and Ext. M-5 series. As against the said evidence of the management the workmen did not examine any witness to establish that the concerned persons were the employees of Sirka colliery employed for the preparation of clay cartridges. WW-7 Shri Karam Singh Munda who claims to be a clay cartridge maker in A. K. colliery has stated that in Sirka colliery also the same system of preparation of Gola-mitti prevails as in the case of A. K. colliery. He has also stated that there are 13 clay cartridge makers in Sirka colliery. In cross-examination he has stated that he does not know the name of any of the persons working as Clay cartridge maker in Sirka colliery. He also has no idea as to how many inclines and quarries are in Sirka colliery. It is clear therefore that his evidence is of no effect in establishing the case of the workmen of Sirka colliery as he does not know any of the person who claim to be the clay cartridge maker of Sirka colliery. The workmen did not produce any witness to establish that the management was providing any facility or was providing any material for the preparation of clay cartridges and that the concerned persons were preparing clay cartridges within the premises of Sirka colliery. There is also no evidence to show that the management had ever directly paid any wages to the concerned persons at the payment counter.

In the rejoinder of the workmen to the W.S. of the management it is stated in para-6 that the clay cartridge makers were paid by the management on piece rate basis but now the evidence has been produced to show that the concerned persons were daily rated workmen being paid weekly. Ext. M-9 will show that Shri S. Tudoo who has been examined as WW-6 in the case had written a memorandum to the General Manager, CCL Sirka as Secretary, Jharkhand Mazdoor Sangh on 12-12-80. It will show that in the memorandum it was claimed that the clay cartridge makers job was purely a contractor job. The management has tried to show by this evidence that the case of the workmen was false and as such they were deviating in their case at different times. It is stated by the management that formerly the union was claiming that the concerned persons were contractors workers engaged for the preparation of clay cartridges but the said case was given up and the union of the workmen are now claiming that they are the direct employees of the management. Originally it will appear from the rejoinder of the workmen that they were formerly claiming to have worked as clay cartridge makers on piece rate basis but now they are claiming that they were daily rated workers. It appears that when the concerned persons felt it difficult to establish that they used to prepare the clay cartridges on piece rate basis they changed their case to the effect that they were paid wages on daily rate basis but the said case also could not be established by the workmen. There is absolutely no evidence adduced on behalf of the concerned persons of Sirka colliery to establish any of the facts alleged in the W.S. On the contrary the management has examined competent witnesses along with the documents to show that the clay cartridge used to be supplied by the suppliers in Sirka colliery for which payment was made on the vouchers presented by the suppliers.

In view of the facts evidence and circumstances discussed above I hold that there was no relationship of employer and employee between the management of Sirka colliery and the concerned persons whose names are contained in the annexure to the schedule of order of reference. I further hold that the concerned persons did not prepare the clay cartridges within the colliery premises and they were not provided any materials or facility for the preparation of clay cartridges within colliery premises. I also hold that the management did not supervise or control the work of the clay cartridge makers and that the wages were not paid to the clay cartridge makers directly and that it appears that the wages were paid to the clay cartridge makers by the suppliers.

In the result, I hold that the action of the management of A. K. colliery and Sayal 'D' colliery of Barkakana area and Sirka colliery of Argada Area of CCL was justified in not paying NCWA-II Cat I wages to the concerned persons. As such the concerned persons are entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer.

[No. L-24011(2)/81-D.IV(B)/IR(Coal-I)]

K. J. DYVAPRASAD, Desk Officer

नई दिल्ली, 29 सितम्बर 1989

का.आ. 2682 औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम, इन्दौर के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अक्टूबर में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है।

New Delhi, the 29th September, 1989.

S.O. 2682.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the annexure, in the industrial dispute between the employers in relation to the management of Life Insurance Corporation of India, Indore and their workman.

ANNEXURE

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(52)/1987

PARTIES :

Employers in relation to the management of Life Insurance Corporation of India, Indore,

AND

Their workman, Shri M. R. Kaushal, Assistant represented through the General Secretary, Indore Division Insurance Employees' Association, Indore (M.P.).

APPEARANCES :

For the workmen—Shri P. C. Jain, General Secretary.

For management—Shri R. C. Vyas, Legal Assistant.

INDUSTRY : Insurance. DISTRICT : Indore (M.P.)

AWARD

Dated, the 3rd November, 1988

The Central Government in exercise of its powers conferred under Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication vide Notification No. L-17012/8/86-D.IV(A) dated the 12th May, 1987 :—

"Whether the action of the management of L.I.C. of India, Indore, in imposing the penalty of reduction in salary by 3 stages on Shri M. R. Kaushal, Assistant is justified? If not, to what relief is the workman concerned entitled?"

2. It is a common ground that the workman, Shri M. R. Kaushal, is a member of Indore Division Insurance Employees Association and he was working as Assistant in Branch Office Mhow at the relevant time. He was issued charge-sheet on 12th/15th April, 1987 which contained the following charges :—

- That on 28th April, 1973 while working as Assistant at our Branch Office Mhow you unauthorisedly issued premium receipt for Rs. 292.70 towards late fee and quarterly premium due February, 1973 under Policy No. 28379411 on the life of one Shri C. R. Soni of Manawar.
- That you unauthorisedly signed as Cashier on the aforesaid premium receipt as stated in (a) above whereas some body else was working as Cashier at our Branch Office Mhow on 28th April, 1973,

- (c) That the Policy holder has paid the aforesaid premium of Rs. 292.70 in cash but you substituted this amount by submitting your own cheque No. 242591 dated 28th April, 1973 for Rs. 292.70 drawn on Punjab National Bank Mhow towards payment of the premium stated in (a) above.
- (d) That your aforesaid cheque No. 242591 Dated 28th April, 1973 for Rs. 292.70 was dishonoured for the reason "refer to drawer" which exhibits your intention to defraud the Corporation.
- (e) That you did not make fresh payment towards payment of above stated premium after your cheque No. 242591 dated 28th April, 1973 for Rs. 292.70 was dishonoured and thus defrauded the Corporation.
- (f) That you submitted your cheque No. 242591 dated 28th April, 1973 for Rs. 292.70 towards payment of premium under the policy of a person to whom you did not know and you had no interest whatsoever in the policy of Shri Soni and this acted in a manner prejudicial to good conduct and detrimental to the interest of Corporation.
- (g) That after you entered into the above stated transactions with mala fide intention you wilfully suppressed the material information and disobeyed the office orders and directions as given to you vide our letters dated 21st October, 1974, 4th December, 1974 and 7th July, 1976.

3. Workman denied all the charges vide his reply dated 9th June, 1977. The Disciplinary Authority did not find the same satisfactory, therefore he ordered departmental enquiry and appointed Shri I. M. Jain as Enquiry Officer and Shri N. K. Jain as Presenting Officer. Shri Jain conducted the enquiry and submitted his report dated 30th August, 1978. The Enquiry Officer in his report exonerated the workman of charges (a) and (b) but found him guilty of the charges (c) to (g). The Divisional Manager issued a show cause notice and thereafter imposed the penalty of reduction in salary by three stages in time scale vide order dated 17th July, 1980.

4. The workman has assailed the above order and findings of the Enquiry Officer on the following main grounds:—

1. The findings of the Enquiry Officer are perverse, illogical and not supported by any evidence on records.
2. The workman was denied the adequate opportunity to prove his innocence.

5. I framed the following issues and treated issues No. 1 to 3 as preliminary issue. My findings with reasons on preliminary issues are as under:—

ISSUES

1. Whether the domestic/departmental enquiry is proper and legal?
2. Whether the punishment awarded is proper and legal?
3. Whether the management is entitled to lead evidence before this Tribunal?
4. Whether the action taken against the workman is justified on facts of the case?
5. Relief and costs?

Findings:—

6. Issues No. 1 to 3.—On behalf of the workman, it has been pointed out that the management's witnesses, Shri R. C. Soni the Policy Holder and Shri B. L. Gupta, Development Officer, were examined. Their statements proved that the amount of premium along with late fee was paid to Shri O. P. Agarwal the Cashier and not to the workman. In view of this evidence the finding of the Enquiry Officer that Cheque No. 242591 dated 28th April, 1973 for Rs. 292.70 paise (hereinafter referred as the disputed Cheque) was issued by Shri Kaushal are not only perverse, but it is also contrary to the evidence on record.

7. The reasons put forth by the workman in support of his contention are:—

When the cash amount was paid by the policy holder to Shri O. P. Agarwal the question of the workman substituting by cheque does not arise. It is also not proved that the cheque in question was issued and signed by the workman. In order to prove this fact, management ought to have produced the disputed cheque and proved that it was issued and signed by the workman. Even in the absence of such a proof the Enquiry Officer held that the cheque in question was issued and signed by the workman. In this regard the system in the Banks dealing with the cheque of the customer has been stated and pointed out that the words "refer to drawer" go to show polite way of saying that there is want of sufficient funds in his account. Therefore the inference of the Enquiry Officer regarding the signature of the workman is perverse and against the evidence.

8. I have gone through the Enquiry Report. Learned Enquiry Officer has considered all these aspects put forth by the workman. On the other hand, the contention of the management was that since the premium has been accounted for in the relevant cash book by Cheque No. 242591 which has subsequently dishonoured and no fresh payment in lieu thereof has been made, it is proved that the fraud has been committed upon the Corporation by Shri M. R. Kaushal as the Cheque in question was issued by him. This contention is based on the following grounds:—

- (1) That the cheque was issued from the cheque book issued to Shri M. R. Kaushal and confirmed by the Bank.
- (2) That the cheque was returned dishonoured for the reasons "refer to drawer" and not for any other reasons like signatures differ.
- (3) That the above cheque was drawn by Shri M. R. Kaushal has been confirmed by Shri Kaushal's Banker's i.e. Punjab National Bank, Mhow. (Ex. P. 10).

9. In this regard it has been pointed out that in Banking practice, writing "refer to drawer" is a polite way of saying insufficient funds in the Bank account of the drawer at the time when the cheque comes for clearance. Learned Enquiry Officer took pains to give reasons for his opinion and for rejecting the defence plea. The reasons are based on the following circumstances:—

- (i) That Shri Kaushal had admitted that he has been issuing cheques towards the premium of third party (See item No. 10, 11, 12, 15, 18, 23 of Ex. P. 6). The plea of Shri Kaushal in this regard was that he used to issue his cheque for the parties because the parties were known to him and when the cheques were dishonoured he relogged his bank account so that the cheque was subsequently cleared. In view of this admission the finding of the Enquiry Officer is that this proves the tendency of Shri Kaushal that without funds in his bank account he issued cheques. This cannot thus said to be illogical and without there being any evidence in this regard.

- (ii) That Shri Kaushal could not establish that entire leaf in question was missing in his cheque book. In this regard the contention of Shri Kaushal is that the burden of proving his guilt was on the management. The Enquiry Officer erred in law by placing the burden of proof on him. Learned Enquiry Officer has pointed out that the next and subsequent cheques were issued by Shri Kaushal and he took no steps to report the loss of the cheque in question or relogged his bank account. Therefore, his mala fide is proved. It is true that normal rule is that burden lies on the management to prove its case, but there are exception to this general rule like S. 106 of the Evidence Act reproduced below:—

"106. Burden of proving fact especially within knowledge. When any fact is especially within the knowledge of any person, the burden of proving that fact is upon him.

Illustrations

- (a) When a person does an act with some intention other than that which the character and circumstances of the act suggest, the burden of proving that intention is upon him.

- (b) A is charged with travelling on a railway without a ticket. The burden of proving that he had a ticket is on him."

Illustration (b) of S. 106 shows that the burden of proving that cheque in question was not signed or issued by the workman was on the delinquent employee. In any case burden of proof is not so material in the instant case because the learned Enquiry Officer relied on the circumstantial evidence in support of his findings that the cheque in question was issued and signed by Shri Kaushal. Learned Enquiry Officer found chain of circumstance so complete that the only reasonable hypothesis was that the workman issued and signed the cheque in question. There is nothing illegal or improper in it.

10. The fact that at the relevant time such conditions prevailed in the Mhow Branch bearing large scope for unwarranted practices, this by itself is no defence. As learned Enquiry Officer has pointed out that these practices made it possible to commit fraud on the management and subsequently made it possible to destroy incriminating evidence as happened in the instant case. In this connection, it is pertinent to note that this practice continued and as such the fraud was not immediately detected. In the circumstances the view of the Enquiry Officer that the very material documents i.e. the cheque in question may have been destroyed by the culprits cannot be ruled out as unfounded. The main theme of the workman's attack on the enquiry report is that the cheque in question has not been produced or proved as such he had been denied a reasonable opportunity to defend himself and to prove that the cheque in question was not issued and signed by him. Learned Enquiry Officer in this regard has held that "This was no doubt a very vital and material piece of evidence to prove or disprove charges connected with the issue and dishonour of this cheque but since it was not available it appears that the dishonoured cheque has been misplaced/lost/destroyed and as such I have to base my findings on the circumstantial evidence only."

11. On behalf of the workman it has been contended that the amount of premium was paid in cash there was no reason why he would issue cheque for the premium. Such cheques were issued earlier by him is not disputed by the workman. But no satisfactory explanation has been offered by him in this regard except to take recourse of the loss of memory regarding this particular cheque. Therefore to my mind the inference drawn by chain of circumstances by the Enquiry Officer cannot said to be perverse, illogical and unsupported by evidence specially when the cheque in question is admittedly lost or destroyed. In the circumstances its non-production and proof does not amount to denial of reasonable opportunity to the workman to prove his case.

12. The challenge to the findings of the Enquiry Officer on remaining charges is based on the reasons which I have already discussed. I am of the opinion that the findings given by the Enquiry Officer cannot said to be perverse or without evidence looking to the facts and circumstances of the case and evidence on record. The findings that the charges (c), (d), (e), (f) and (g) are proved cannot said to be improper or illegal.

13. The main gist of the charges against the workman was that he by his act and omission tried to defraud the management. The punishment awarded to the workman in reduction in salary by three stages only, therefore the workman should thank his stars that he was given a very lenient punishment. I hold and decide the issues Nos. 1 to 3 accordingly.

14. Since I find that the enquiry is legal and proper the question of giving an opportunity to the management to prove the misconduct does not arise. I, therefore answer the reference that the action of the management of I.T.C. of India Indore in imposing the penalty of reduction in salary by 3 stages on Shri M. R. Kaushal, Assistant is justified and the workman is not entitled to any relief. No order as to costs.

V. S. YADAV, Presiding Officer

[No. L-17012/8/86-D.IV.A.I.R. Bank I]

का. प्र. 2683—औद्योगिक विवाद विनियम, 1947, (1947 का 14) की प्रा. 17 के अन्वये में केन्द्रीय सरकार ने राष्ट्रीय औद्योगिक विवादों के प्रत्यक्ष के संवत् अनुविधियों और 2807 GI/89—7

उनके कर्मचारियों के बीच श्रमिकों में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक विनियम, 1947 के प्रा. 17 के अन्वये में प्रकाशित करती है।

S.O. 2683.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the annexure, in the industrial dispute between the employers in relation to the management of National Insurance Company Ltd. Nagpur and their workman.

ANNEXURE

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC(R)(4)/1987

PARTIES :

Employers in relation to the management of National Insurance Company Ltd., Nagpur

AND

Their workman, Shri S. D. Yerkuntwar, Sub-staff C/o Shivajirao Borkute's House, Old Ajni, Nagpur-15.

APPEARANCES :

For Workman—Shri N. N. Kawale, Advocate.

For Management—Shri S. K. Mishra, Advocate.

INDUSTRY : Insurance.

DISTRICT : Nagpur (M.S.)

AWARD

Delhi, the 4th November, 1988

This is a reference made by the Central Government in the Ministry of Labour vide Notification No. L-17012/1/86-D.IV(A) dated 16th January, 1987 for adjudication of the following dispute :—

"Whether the action of the management of National Insurance Co. Ltd., in relation to their Gandhibagh Branch, Nagpur in terminating the services of Shri S. D. Yerkuntwar, Sub-staff w.e.f. 14th July, 1985 is justified? If not, to what relief is the workman concerned entitled?"

2. Non-controversial facts of the case are that Shri S. D. Yerkuntwar worked with the management from 12th September, 1984 to 13th July, 1985 as sub-staff and his services were terminated with effect from 14th July, 1985 orally without notice or pay in lieu of notice and retrenchment compensation.

3. The case of the workman further is that he was working in Gandhibagh Branch at Nagpur, as a casual daily worker on pay of Rs. 240 per month. It is contended by the workman that there were four posts of peons at Gandhibagh Branch, two of which were permanent and the remaining two were temporary. The management abolished the two temporary posts and consequently the workman's services were terminated without notice which was illegal. Further the management of National Insurance Co. Ltd. Nagpur appointed Shri Sunil Peon and Shri Dinesh Peon. Both the workmen were working along with him. The management has given regular order to the both the above peons whereas the workman has not given the post. The workman claims that since he worked continuously for more than 240 days and his services were terminated without notice, without pay in lieu of notice and retrenchment compensation, therefore, he is entitled to be reinstated with effect from the date of termination and with full back wages.

3. The case of the management further is that the workman Shri S. D. Yerkuntwar was working in Gandhibagh Branch at Nagpur as a casual daily worker on a pay of Rs. 10 per day. He was given work on 12th September, 1984 and in 1984 he worked for 74 days only and in the year 1985 149 days. Since the payment was being made to the workman as per the actual number of the days worked by him on the basis of 'No work no pay' no letter of appointment was given to him nor any letter of termination was issued. The name of the said workman was not enrolled in

the Muster Roll. The workman used to attend the office and did the work as a casual worker as per need. He was not given any benefit as applicable to other employees of the Insurance Company nor was given any holiday pay. The worker was not coming to the office regularly as the other workers used to do. No payment was made for the period of his absence. He was not allowed to do any work when there was no work. No explanation was called when he remained absent. His coming or not coming to office was his own choice and pleasure. He was not employed by the Company under Recruitment Policy of the Company. Therefore he has no right to claim any employment or reinstatement with the management. It is further contended by the management that the worker had not continuously worked for 240 days during the period of twelve calendar months. It is also contended by the management that the minimum qualification for the post of Sub-staff was 8th pass. The workman therefore for all the above reasons have no right to any post under law and the action of the management is justified and he is not entitled to any relief.

4. In spite of notice, the management did not put in appearance on 25th January, 1988 and again on 11th March, 1988. Therefore the case proceeded ex parte against management on 11th March, 1988 and the workman was examined on the same date. Next date for arguments was then fixed for 27th April, 1988 and the copy of the order dated 11th March, 1988 was also sent to the management but till today nothing has been received from the management. I therefore proceed to determine the dispute between the parties as referred to this Tribunal.

5. The question for determination before me is whether the action of the management of National Insurance Co. in terminating the services of Shri S. D. Yerkuntwar, Sub-staff w.e.f. 14th July, 1985 is justified or not and if not to what relief is the workman concerned entitled?

6. The workman has filed written arguments in which he has argued that he had actually worked more than 240 days and the management was paying Rs. 240 per month. His services were orally terminated on 14th July, 1985 without complying with the provisions of the Industrial Disputes Act.

7. The workman gave evidence on oath that he had actually worked from 5th September, 1984 to 13th July, 1985 and his services were terminated without giving him any notice or pay in lieu thereof. Shri Sunil and Dinesh who were working as Peons and their services were terminated have been taken back in regular service, whereas he has not been given regular appointment and his services have been terminated.

8. Question arises whether the services of the workman were continuous within the meaning of Section 25B of the I.D. Act. in this regard workman, Shri S. D. Yerkuntwar, gave his own statement. He stated that he has actually worked from 5th September, 1984 to 13th July, 1985. The total period comes to 305 days. He was getting Rs. 240 per month. Management in their pleadings have simply stated that he was appointed as casual daily worker on pay of Rs. 10 per day and worked 74 days in 1984 and 149 days in the year 1985. Thus he has not completed 240 days in a calendar year. But it is an admitted fact that the workman worked from 12th September, 1984 to 13th July, 1985. Management has not filed any documentary evidence to rebut the statement on oath adduced by the workman that he continuously worked from 5th September, 1984 to 13th July, 1985. I have therefore no alternative but to accept the statement of the workman that he worked continuously for more than 240 days and sailed into the harbour of Sec 25B and Section 25F of the I.D. Act.

9. Management has stated that the qualification prescribed for the appointment as Sub-staff is 8th Class. Pleadings of the management did not disclose that the workman was not 8th pass. However, I am of the opinion that if his appointment was not in accordance with the Rule and prescribed qualification it by itself will not debar him from acquiring the status of permanent service [See Robert D'Souza Vs. Executive Engineer, Southern Railway (AIR 1982 SC 854)]. In any case, once the workman sails into the harbour of Section 25B of the I.D. Act, the termination for reasons whatsoever will spell retrenchment. Termination for any reason whatsoever are the key words. Whatever the reason except those excepted in the section itself every termination

spells retrenchment as defined in S. 2(oo) of the I.D. Act.

10. Once a workman sails into the harbour of Section 25F of the I.D. Act his termination for whatsoever reasons amounts to retrenchment. In the case of Mohan Lal Vs. Management of M/s. Bharat Electronics Ltd. (AIR 1981 SC 1253) the Hon'ble Supreme Court held as under:—

"Niceties and semantics apart, termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases in the section itself."

In the case of State Bank of India Vs. N. S. Money (AIR 1976 SC 1111) it was held that "termination for any reason whatsoever in Section 2(oo) are the key words". Whatever the reason, every termination spells retrenchment otherwise than by way of punishment inflicted by the disciplinary action. It has been further held that if the workman swims into the harbour of Section 25F he cannot be retrenched without payment, at the time of retrenchment, compensation computed as prescribed therein read with Section 25B(2). Same view was expressed in the case of Hindustan Steel Ltd. Vs. State of Orissa and others (1977-1-LLJ p. 1). In the case of Santosh Gupta Vs. State Bank of Patiala (AIR 1980 SC 1219) which was the case of discharge of a workman on the ground that she did not pass the test which would enable her to be confirmed, it was held that she was retrenched within the meaning of Section 2(oo) and therefore the requirement of Section 25F of the I.D. Act had to be complied with. In the instant case admittedly the management has not complied with the provisions of Section 25F of the I.D. Act. Therefore the termination of the workman amounts to retrenchment.

11. The workman has also contended that the management has violated the provisions of Section 25H of the I.D. Act. I have already held above that the workman was in continuous service for more than 240 days and swims into the harbour of Section 25B of the I.D. Act and the management admittedly has not complied with the provisions of Section 25F of the I.D. Act while terminating his services. Therefore I need not dwell upon other aspects of the matter whether the management also contravened the provisions of Sec. 25H of the Act. Under the circumstances it would meet the end of justice if the workman is ordered to be reinstated with effect from 14th July, 1985 on the same pay which he was getting before his termination till the date of this award. He should be regularised on regular basis as Peon from the date of this award. Consequently I answer the reference as under:

That the action of the management of National Insurance Co. Ltd., in relation to their Gandhibagh Branch, Nagpur in terminating the services of Shri S. D. Yerkuntwar, Sub-staff with effect from 14th July, 1985 is illegal and unjustified. He is entitled to be reinstated on the same post and pay with effect from 14th July, 1985 till the date of this award. He is further entitled to be regularised as Peon on regular basis from the date of this award. No order as to costs.

V. S. YADAV, Presiding Officer

[No. I-17012/1/86-D.IV.AIR-Bank-I]

नई दिल्ली, 3 अक्टूबर, 1989

का. आ. 2684.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्कर वय्य बैंक, कर्कर के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्र सरकार औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है।

New Delhi, the 3rd October, 1989

S.O. 2684.—In pursuance for section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Karur Vysya Bank Ltd., Karur and their workman.

ANNEXURE
BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU
MADRAS

Thursday, the 23rd day of March, 1989

PRESENT :

Thiru K. Natarajan, M.A., B.L., Industrial Tribunal.
Industrial Dispute No. 27 of 1985

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Karur Vysya Bank Ltd., Karur).

BETWEEN

The workmen represented by
The President,
Tamilnadu Banks Deposit Collectors Union,
55, Armenian Street, P.B. No. 180,
Madras-600001.

AND

The Chairman, Karur Vysya Bank Ltd.,
Erode Road, Karur-639002.

REFERENCE :

Order No. L-12012/30/84-D.IV(A), dt. 26-4-85 of the
Ministry of Labour, New Delhi.

This dispute coming on for final hearing on Tuesday the 15th day of November, 1988 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru U.P. Shet, Authorised Representative appearing for the workmen and of Thiru T. S. Gopalan, Advocate for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This dispute between the workman and the Management of the Karur Vysya Bank Ltd., Karur arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its order No. L-12012/30/84-D.IV(A), dated 26-4-1985 of the Ministry of Labour for adjudication of the following issue :

"Whether the action of the management of the Karur Vysya Bank Ltd., Karur in terminating the services of K. Vaidyanathan, Honeybee Deposit Organiser, Alandur Branch of the Bank at Madras is justified? If not, to what relief?"

2. The averments in the claim statement are the Petitioner-Union represents the Deposit Collectors employed in various Banks in Tamil Nadu. Shri K. Vaidyanathan, Honey-Bee Deposit Organiser of the Respondent Bank is a member of the Union. He was appointed by the Respondent Bank as Honeybee Deposit Organiser at their Alandur Branch as per Order dated 22-11-74. His duties were daily collection of moneys from the Honeybee Depositors of Alandur Branch; giving receipts to the said depositors in the prescribed Forms of the Bank; submission of statement of accounts daily for checking and verification of the Bank Officials. He was required to deposit Rs. 1000 as Cash Security and he was prohibited from doing similar job elsewhere. He was paid Rs. 250 per month for six months from the date of appointment. After six months his remuneration was linked to collection of moneys from the depositors of the Respondent. The Respondent on the appointment order fixed 3 per cent on the monthly collection of moneys. He was drawing an average Rs. 1000 by way of commission. As he was not well, he should not attend the work of collection and request the Chairman of the Bank to permit him to resume his duties. The permission was refused and was directed to resign the post of Honeybee Deposit Organiser.

2. Shri Vaidyanathan, Honey Bee Deposit Organiser is a workman as defined under Section 2(s) of the I.D. Act, 1947. He fulfils the requirements of the status of an employee of

the respondent. He was collecting moneys from the depositors and issuing receipts of the bank and has also given security deposit. Merely appointing him against a contract with certain terms and conditions without giving him terms and conditions of an employee, does not preclude him from the status of an employee of the Bank. The workman submitted his leave application in support of the Medical Certificate for his absence for a period of about 10 months and report for duty after recovery of illness. But he was not allowed to resume his duties and on the other hands was asked to resign. The Respondent resorted to unfair labour practice in demanding resignation and contravened Section 25(F) of I.D. Act by retrenchment. Hence as award may be passed holding the termination from service is illegal and reinstate him.

3. The Respondent in its counter statement states that he is a Banking Company governed by the provisions of the Banking Regulations Act, 1949 and as per Section 10(1)(d) of the Bank Regulations Act, the Respondent Bank is forbidden from employing any person on commission basis. The Bank accepts deposits in various forms. In order to mop up the savings, to encourage regular small savings and to mobilise deposits from people in different walks of life, the Respondent Bank introduced the small savings scheme called as Honeybee Deposit Scheme to certain areas. Agents were appointed under the scheme for collecting the deposits. The agent is issued an identity card to enable him to collect the deposits on behalf of the bank and also empowered to issue receipts to customers. The agent has to remit the collections to the branch every day along with the statement of previous day's collections and the names of depositors. Initially he will be paid a stipend of Rs. 250 per month and after experience of 6 months he will be paid 3 per cent of the collections made every month. Thiru Vaidyanathan was one such Honeybee Deposit Collection Agent. He was not employed in the Services of the Respondent Bank and was only an agent of the Bank. The Bank has no control or supervision over the work of the Honey Bee Deposit Agents. It is bound to appoint additional deposit collection agent whenever considered necessary. He is free to work at any time convenient to him and also decide the efforts to be put by him on any day in the matter of making collections. There is no fixed hours of work nor has he to work under the supervision of the officials of the Respondent-Bank. He is a free lancer in that he can accept any assignment or carry on any business except the work of deposit collection for any other bank or institution. He is only an agent of the Bank and he cannot be called an employee of the Bank much less a workman. The said Vaidyanathan was not showing the same interest in the daily collections and did not go for collection for more than 25 days. He wanted to become an employee and made a representation to that effect. While so, the scheme was closed from October, 1981 and there was no opportunity to act as Honeybee Deposit Organiser for Vaidyanathan, hence the contract of agency between the Bank and Vaidyanathan came to an end. The Respondent Bank having discontinued the scheme and therefore demands the resignation of Vaidyanathan and there was no unfair of labour practice. Hence the application is liable to be dismissed.

4. The point for determination is (i) whether the action of the Management-Respondent Bank from terminating service of Shri Vaidyanathan, Honeybee Deposit Organiser Alandur Branch, is justified; (ii) if not to what relief the workman concerned is entitled to?

5. By consent Exs. W-1 to W-8 and M-1 to M-6 were marked. No oral evidence was adduced on either side.

6. It is admitted that Vaidyanathan was appointed by the Respondent-Bank as Honeybee Deposit Organiser at Alandur Branch, as can be seen in the Orders issued by the Bank under M-1 corresponding to W-6 and subsequently it is not also in the dispute that the scheme was discontinued and the said Vaidyanathan, the Honeybee Deposit Organiser was asked to resign. In the light of these facts, the Petitioner-workman would contend that the termination of Vaidyanathan was not justified since he having been appointed as Honeybee Deposit Organiser by the Respondent Bank is a workman under Section 2(s) of the I.D. Act, 1947. It is urged on behalf of the petitioner by the Authorised Representative that he fulfils all the requirements of the status of an employee

of the Respondent-Bank since he was collecting money from the customers of the Bank like cashiers and issuing receipts for the Bank against the collection of moneys and also given security deposit Rs. 1000. He further pointed out that he was paid a stipend of Rs. 250 per month and later on he was paid a commission of 3 per cent on the monthly collection of moneys and he was drawing more than Rs. 1000 by way of commission at that time and he was removed from service. It was also urged by the Authorised Representative that one of the terms of conditions of the order under M-1 is that he should not accept or receive any amount under any circumstances, in connection with any other transaction of the Bank. In other words, there is a condition precedent to the appointment that Honeybee Deposit Organiser should not undertake similar type of job of Deposit Collection for any other Bank or institution. Reliance is made strongly on his condition by the Authorised Representative contending that this condition preventing from accepting deposit collection in other bank would show, that he will be treated as an employee of the Bank. These conditions are advanced by the Authorised Representative to convince the Tribunal that Vaidyanathan was a workman under Section 2(s) of the I.D. Act so as to attract the other provision namely 2(o). To appreciate these arguments one has to go into the order of appointment issued by the Respondent Bank under M-1. This document would throw the light whether the said Vaidyanathan was treated as an employee of the Bank or treated as a deposit organiser namely principal and agent or master and servant. In this connection, a close scrutiny of the order of appointment, M-1 is very relevant. It contains as many as 11 conditions, of which, condition number 2 says that he was appointed as Honeybee Deposit Organiser on a contract basis and a consolidated stipend of Rs. 250 per month for the first 6 months and subsequently by way of commission at the rate of Rs. 3 for every hundred rupees actually collected by him from the Honeybee Depositors and has been asked to take service a minimum number of customers everyday. The condition No. 2 further says that his continuance as Honeybee Deposit Organiser would not be considered as a regular employee of the bank and consequently will not be entitled to any benefits other than the commission earned by him. This condition is pressed into by the learned counsel for the Respondent-Bank to show by no stretch of imagination Vaidyanathan can be called a regular employee of the Bank but only an agent appointed by the Respondent Bank on a commission basis. This contention cannot be brushed aside as having no force for the following reasons. Firstly he is not entitled to any benefits other than the commission earned by him; secondly, there is no regular attendance for Deposit Collectors as regular employees; thirdly there is no fixed hours of work; fourthly there is no provision for grant of leave either casual or earned or medical; fifthly he is not eligible for any other allowances or any pensionary gratuity benefits. Further the Honeybee Deposit Organiser cannot be transferred from one branch to another branch. The Respondent-Bank has no control over the activities of Honeybee Deposit Collectors and the only obligation is to remit the collections into the Bank and for that he would go to the Bank. It is very significant to note that he will not paid a salary except a commission of Rs. 3 per every hundred rupees actually collected by him. Further he should also undertake to service a minimum number of customers everyday. The absence of above bare factors, in the case of Honeybee Deposit Organiser would make him not an employee of the Bank but only an Agent working on a contract basis. The contention of the authorised representative is that the nature of work done by him as a cashier by collecting the deposits, issuing receipts, remitting the cash into the bank would prove he is an employee. On that score alone he cannot be accepted as an employee of the Bank. It is also interesting to note that except those conditions contained in M-1, the order of appointment, he has given a declaration agreeing to terms and conditions stipulated therein. At this stage it is relevant to note under Section 2(s) of the Industrial Disputes Act, which defines the workman in wide terms, namely including apprentice, unskilled, skilled, technical, operational clerical or supervisory work, for hire or reward, whether the terms of employment express or implied. ... Though it is urged by the Petitioner on the basis of wide term that the Honeybee Deposit Organiser is a workman, it cannot be accepted for the reasons mentioned

above while considering the nature of duties of the Honeybee Deposit Organiser. Further, the learned counsel for the Respondent would draw the attention of Section 10(1)(d) of Banking Regulation Act, 1949 and contended that the Commission agent cannot be treated as an employee of the Bank. As per Section, the respondent Bank is forbidden from employing any person on commission basis.

7. Admittedly in this case, the said Vaidyanathan has been appointed only on commission basis and even according to him he was drawing a monthly payment of Rs. 1000 by way of commission at the time of termination and therefore Section 10(1)(B) of the Bank Regulation Act, 1949 is attracted. By virtue of Section 10(1)(B) of the Banking Regulation Act, 1949 it prohibits the Banking company to employ any person whose remuneration or part of remuneration takes form of commissions or shares in the profit of the company. The Bank is not permitted to appoint the person on the payment of commission on a contract otherwise than the regular member of the company. In the light of Section 10(1)(B) is directly attracted in this case, it is impossible to conceive that the respondent had an intention or even authority to appoint Honeybee Deposit Organiser as an employee of the Bank. Incidentally the learned counsel for the Respondent also brought to my notice under M-2, M-4 and M-5 the letters of the Petitioner addressed to the Chairman of the Respondent-Bank. In M-2 he makes a request to consider him for the post of regular staff. In M-4 he expressed his ailment and treatment taken by him and requested the chairman of the Bank to provide him as a last grade servant in the Bank. In M-5 he makes a request that he fully recovered from the ailment and the period of absence may be treated as leave and permit him to continue his duties as Honeybee Deposit Organiser. This request of Vaidyanathan under M-5 has been rejected under M-6. M-2 and M-4, as rightly pointed out by the learned counsel for Respondent, would show that not only the said Vaidyanathan has stopped the collection from depositors and has also not interested in working as Honeybee Deposit Organiser. These documents would further show that since he was not a regular employee of the Respondent-Bank he made a request to absorb him as regular employee taking into consideration of the services rendered by him as Honeybee Deposit Organiser in their Branch. Had he been a regular employee as contended by the Authorised Representative there is no need for making an application under M-2 and M-4. It is also seen from M-6 that the Bank is not interested to reintroduce the Honeybee Deposit Scheme which was discontinued and therefore the request for reappointment was not considered favourably. In the light of these facts, the very scheme itself having been discontinued, the said Vaidyanathan having no claim over the Bank as a worker has no local stand to treat him as a regular employee of the Bank. Further when the scheme itself has been discontinued and in view of Section 10(1)(B) of the Banking Regulation Act, the Tribunal cannot give a direction, even if it is found that he is a worker, to reinstate him. For all these reasons this point is found against the Petitioner Union.

8. In the result an award is passed rejecting the claim of the Union. The Petitioner will not be entitled to any relief. No costs.

Dated, this 23rd day of March, 1989.

THIRU K. NATARAJAN, Industrial Tribunal
[No. L-12012/30/84-D.IV(A)/IR(B)-I]

Witnesses Examined :
For both sides : None.

Documents Marked :

For workmen :

- Ex. W-1/ —Specimen of account opening form of the Honey Bee Deposit Account.
- Ex. W-2/ —Specimen Identity Card issued to Honeybee Deposit Organiser.
- Ex. W-3/ —Specimen of card supplied to the Honeybee Deposit Organiser for collecting the money from the depositors.
- Ex. W-4/ —Statement showing the commission paid to Thiru K. Vaidyanathan (Xerox copy).

Ex. W-5/ —Honey Bee Deposit Ledger of M/s. P. Ramachandran and Co.,—Account No. 426. (Xerox copy).

Ex. W-6/22-11-74—Appointment order issued to Thiru K. Vaidyanathan (Xerox copy).

W-7/27-7-82—Letter from Thiru K. Vaidyanathan addressed to the Management-Bank requesting permission to resume his duties (Xerox copy).

Ex. W-8/27-8-82—Reply by the Management-Bank to W-7 (Xerox copy).

For Management :

Ex. M-1/22-11-74—Order from the Management-Bank appointing Petitioner-Workmen Thiru K. Vaidyanathan as Honeybee Deposit Organiser in Alandur Branch (copy).

Ex. M-2/4-9-81—Letter from Petitioner-workman to the Bank requesting to include him in the Regular Staff (copy).

Ex. M-3/11-9-81—Letter from the Petitioner-workman to the Management-Bank (copy).

Ex. M-4/11-9-81—Letter from Petitioner-Workman to the Management-Bank (copy).

Ex. M-5/27-7-82—Letter from Petitioner-workman to the Management-Bank requesting to continue him as Honeybee Deposit Organiser (copy).

Ex. M-6/2-8-82—Reply by the Management-Bank to Ex. M-5 (copy).

का. आ. 2685.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार प्रिडलेज बैंक पीएलसी कलकत्ता के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुवर्ण में निदिष्ट औद्योगिक विवाद केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट की प्रकाशित करती है।

S.O. 2685.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the annexure, in the industrial dispute between the employers in relation to the management of Grindlays Bank P.L.C., Calcutta and their workman.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

Reference No. 46 of 1984

PARTIES :

Employers in relation to the management of Grindlays Bank P.L.C., Calcutta

AND

Their workmen.

PRESENT :

Mr. Justice Sukumar Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of employer—Mr. Parthasarathy Sengupta, Advocate with Mr. R. N. Jhunjhunwalla, Advocate.

On behalf of workman—Mr. Ajit Kumar Barat appears in person.

STATE : West Bengal.

INDUSTRY : Banking.

AWARD

By Order No. L-12025/7/84/D.IV(A) dated 29th September, 1984, the Government of India, Ministry of Labour and Rehabilitation (Department of Labour) referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Grindlays Bank P.L.C. Calcutta, in terminating the services of Shri Ajit Kumar Barat vide their letter dated 26-11-83 is justified? If not, to what relief is the workman concerned entitled?”

2. In this Tribunal's order dated 4-8-1989 in connection with the issue whether Mr. Barat was a workman, the facts as made out in the respective written statement of Mr. Barat and the employer Grindlays Bank (Bank in brief) have been stated. The facts are accordingly not recapitulated here.

3. Mr. Sengupta appearing for the employer Bank has submitted that in view of the Tribunal's order dated 4-8-1989 deciding that Mr. Barat was not a workman as defined in section 2(s) of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act), the instant reference is not maintainable and this Tribunal has got no jurisdiction to adjudicate upon the said reference. Mr. Barat has also submitted to the same effect.

4. This Tribunal by its order dated 4-8-1989 on a contested hearing of the issue whether Mr. Barat was a workman, in terms of the direction of the Hon'ble Calcutta High Court, arrived at the decision that Mr. Barat was not a workman as defined in section 2(s) of the Act at the time of termination of his service by the employer Bank. The present reference has arisen out by such termination of service of Mr. Barat. Mr. Barat having not been found to be workman, this reference is not maintainable and this Tribunal has got no jurisdiction to adjudicate upon such reference. The reference accordingly stands rejected. This Tribunal's order dated 4-8-1989 is made Annexure A to this Award.

This is my Award.

Dated, Calcutta,
the 18th August, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer
ANNEXURE 'A'

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 46 of 1984

PARTIES :

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AND

Their Workmen.

PRESENT :

Mr. Justice Sukumar Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of employers—Mr. P. P. Ginwalla, Counsel with Mr. Parthasarathi Sengupta, Advocate and Mr. R. N. Jhunjhunwalla, Advocate.

On behalf of workman—Mr. Ajit Kumar Barat appears in person.

STATE : West Bengal.

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ORDER

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2. Mr. Ajit Kumar Barat filed the written statement on 29-11-1984. The case in brief as made out by Mr. Ajit Kumar Barat in his written statement is as follows : Mr. Ajit Kumar Barat was appointed in the clerical cadre in the National and Grindlays Bank Ltd. (the Bank in brief) in the Shyambazar Branch (Calcutta) with effect from 9-11-1967.

The Bank in appreciation of his merit and performance after due test and interview re-designated him as management-staff Grade-I on promotion and transferred him to 41, Chowringhee Branch with effect from the date of promotion i.e. 5-5-1978. Mr. Barat was then transferred to the Main Office of the Bank in Calcutta at 19 Netaji Subhash Road on 16-9-1980 and he was initially kept in the "Branch Relief Pool". Mr. Barat was posted at the Correspondence and Stationery Section of the said Main Office intermittently. On and from 10-6-1983 Mr. Barat was posted at the said Correspondence and Stationery Section on a regular basis and he was designated as Officer Incharge Correspondence and Stationery, though the nature of the work done by him in the said department was all along the same as prior to 10-6-1983. Mr. Barat was sick and under treatment of the Medical Officer and on his advice he was absent from duty till 25-11-1983 on medical ground. Mr. Barat being declared fit by his attending physician reported for resumption of his duty on 26-11-1983 but he was not allowed to do so by the Chief Manager Operation of the Bank who asked Mr. Barat to report again on 29-11-1983. Smelling some foul play Mr. Barat lodged a diary with the Here Street Police Station to the effect that he was not allowed to join his duty. Mr. Barat received on 27-11-1983, the Bank's letter dated 26-11-1983 terminating his service with immediate effect without assigning any reason but stating merely "your service is no longer required". The said retrenchment of Mr. Barat from service was arbitrary and mala fide in violation of the provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act). Mr. Barat by his letter dated 24-12-1983 protested against such illegal retrenchment in total violation of the principles of natural justice and prayed for withdrawal of the order of termination of his service stating inter alia that he was a workman under the Act and his retrenchment in violation of the statutory provisions of the Act was illegal. The Bank by its letter dated 24-1-1984 refused to withdraw the order of retrenchment and introduced the story that Mr. Ajit Kumar Barat was not a workman as defined in the Act and that as such the question of giving him any opportunity to defend himself and adherence to the principle of natural justice did not arise. Mr. Barat then took up the matter with the Conciliation Officer and his report resulted in the present reference.

3. Mr. Barat has enumerated his duties in the written statement and has stated that all the duties used to be performed by him were mainly clerical in nature. As for example, the Correspondence Department Mr. Barat had to write out the Peon Books, to receive and despatch courier service mail and to write necessary entries in the Receipt and Courier Note Book, to write the addresses on the envelopes of the letters despatched from the Correspondence Department, to write the details of the contents of the registered letters both inland and foreign received daily at the Branch in the Branch Inward Mail Register Sheets, to insert envelopes, to weigh, to paste N.A.F.S. Docket numbers and to write N.A.F.S. docket number in the N.A.F.S. Note Book. In the Stationery Department he had to write and maintain the Record Storage Register incorporating the details of old records labelled by him, to add-up the half yearly requirement of various forms of various departments and to write the purchase order forms before putting up those to the Assistant Manager Operation for his approval and his signature, to receive stationery articles and forms after scrutinising the quality and quantity as per the purchase orders and verifying their prices as per the Standard Price List, to receive old records from different departments and to write and prepare list of such records and to place them in the Record Room racks department-wise after writing out the individual labels signifying the dates or year of storage and the dates or year when due for destruction and to write the Record Storage Register incorporating the details of the records so labelled by him department-wise. He had to maintain the attendance records of the Correspondence Department initialised individually by all and to forward the same with his initial to the Assistant Manager Operations who decided the daily deployment of staff on the basis of daily attendance and instructed workman accordingly. Amongst the other works he had to receive stationery items under the purchase orders and distribute them manually according to departmental indent-cards. He had to take out old records from the Record Room requisitioned from different departments through Record Requisition Slips. He had to bring out from the Record Room old records due

for destruction under instruction of the Assistant Manager Operations and the records so brought-out were destroyed under the authorisation and in the presence of the said Assistant Manager Operations.

4. Mr. Barat had no power even to recommend permission or take disciplinary action against any Clerk or Subordinate Staff. He had no power to grant even an hour's leave for absence to any staff. He had no authority to certify the stationery bills for payment excepting his putting the signature under the stamp check, after scrutinising the quality as per the challans and the prices as per Standard Price List. He had no power of attorney on behalf of the Bank. His specimen and initial signatures were circulated amongst departments of the Bank like those of the Head Clerks and Special Assistants.

5. This Tribunal was without the Presiding Officer for a considerable period of time till I took over the charge as Presiding Officer on 16-3-1988. Mr. Barat filed a petition for interim relief on 17-12-1987 and the said petition remained pending for disposal. In the meantime Mr. Barat filed several other petitions on other grounds which are not relevant for discussion. The Bank filed their written objection to Mr. Barat's petition for interim relief. The Bank however did not file any written statement in connection with the reference in question. This Tribunal by its Order dated 2-5-1988 in connection with Mr. Barat's application for interim relief observed and directed as follows :

"In a case of this nature where the reference has arisen out of the dismissal of the applicant, the application for interim relief filed by the applicant should be heard only with the reference itself and the direction is so given.

The management has not yet filed their written statement in this case. They are directed to file their written statement by 28-6-1988.

The case is adjourned to 28-6-1988....".

6. In the meantime Mr. Barat's another application dated 17-12-1987 raising objection to the appearance of Lawyer on behalf of the employer Bank was rejected on a contested hearing by the Tribunal's order dated 28-6-1988.

7. Mr. Barat by his letter filed on 29-7-1988 informed this Tribunal that he had already moved the Hon'ble High Court under a Writ Petition against this Tribunal's order dated 2-5-1988 and order dated 28-6-1988 and prayed for stay of further proceedings in the reference as per High Court's order. Accordingly the proceedings of the reference were stayed till the disposal of the writ matter. The Hon'ble High Court in F.M.A.T. No. 3076 of 1988 in connection with Mr. Barat's application for interim relief has inter alia observed as follows : "However, on the facts and in the circumstances of the case and in order to mitigate the hardship of the writ petitioner, the Industrial Tribunal is directed to hear and decide the issue relation to the writ petitioner being a workman as well as the application for interim relief one after the other within a period of four weeks from the date of presentation of a plain copy of this order before it. In order to comply with this direction, the Tribunal will, if required, hear the matter from day to day. The parties hereto have assured the Court that they will extend all the co-operation to the Tribunal to conclude the hearing as directed hereinabove within the time limit specified." Mr. Barat filed a petition on 27-3-1989 alongwith the copy of the Hon'ble High Court's aforesaid order before this Tribunal. The employer Bank filed written statement on 6-4-1989. This Tribunal by its order dated 2-5-1989 gave a direction for hearing first the issue as to whether Mr. Barat was a workman as defined under the Act. This is how the said issue has been heard first.

8. The employer Bank in their voluminous written statement while dealing with the allegations as made by Mr. Barat in his written statement, has also given the outlines with regard to the categories of employees in the Bank covered by the term "workman" and the categories of the employees covered by the management cadre and also with regard to the nature of duties used to be performed by Mr. Barat after his promotion to the management cadre from the clerical staff. In the said written statement, the employer Bank has also mentioned the circumstances under which the

employment of Mr. Barat was terminated. The averments in the written statement of the employer Bank so far as they referred to the issue under consideration relating to Mr. Barat being a workman, are briefly as follows : In the Banking industry, including the employer Bank "workman" consists of clerical staff and subordinate staff, Sastri Award as modified by the Desai Award and the industry-wise Bipartite Settlements have given the guidelines in this respect. As far as the employer Bank is concerned the workman in the Bank consist of clerical staff and subordinate staff. The clerical staff apart from the clerical employees performing routine clerical duties consists of Telephone Operator, Audit Clerk, Telex Operator, Teller, Punch Card Operator, Stenographer, Head Clerk and Special Assistant. Similarly the Subordinate Staff consists of various categories of employees as mentioned in the written statement which may not be relevant for discussion of the present issue.

9. In the management cadre of the employer Bank there are different categories with different job grades, namely Assistant Accountant (Grade-A), Accountant (Grade-B), Assistant Manager (Grade-C), Sub Manager (Grade-D), Manager (Grade-E), Senior Executive (Grade-F), and General Manager (Grade-G). The terms and conditions of service of the Officers in the management cadre of the Bank are totally distinct and separate from those of the workmen and they are contained in a Booklet or Manual. The recruitment to the junior-most grade of the management cadre is done by promotion from the clerical staff of the Bank in accordance with the promotion policy as contained in the Bipartite Settlement of 1970 subsequently amended by the Settlement of 1977.

10. On 9-11-1967 Shri Ajit Kumar Barat joined the Bank at its Shyambazar Branch as a clerical staff and he was confirmed in the clerical cadre with effect from 9-5-1968. Shri Barat while working in the clerical cadre became a member of the Grindlays Bank Employees Union at Calcutta.

11. The Bank by notice dated 18-1-1978 invited applications from eligible clerks for promotion to the management cadre, Job Grade-I (which corresponds to the current Job Grade-A). In response to the said notice Shri Barat by his letter dated 16-2-1978 applied for promotion from clerical cadre to management cadre. In the said letter Shri Barat stated that he undertook programme in general management at the Indian Institute of Management, Calcutta which included courses in Economics, Quantitative Method, behavioural Science, Commercial Services, Finance, Accounting, Marketing, Operations Research, Personnel Management, Industrial Relations and Management Information System. Shri Barat was called for the test and interview for promotion to the management cadre and he succeeded. The Bank by its letter dated 28-4-1978 informed Shri Barat that he had been promoted to the Management staff Grade-I on probation with effect from 5-5-1978. Shri Barat accepted the said promotion by signing the duplicate copy of the letter of promotion. Shri Barat while forwarding the aforesaid duplicate copy of the letter of promotion under his letter dated 3-5-1978 stated that he looked forward to discharge his managerial responsibility to the entire satisfaction of the Bank.

12. Shri Barat was confirmed in the management cadre Grade-I with effect from 5-11-1978. After his promotion to the management cadre Shri Barat of his own accord ceased to be a member of the Grindlays Bank Employees Union. Since after his promotion Shri Barat was employed to do mainly managerial and supervisory work.

13. In between 5-5-1978, the date of his promotion to the management cadre and 26-11-1983, the date on which Shri Barat's service was terminated, Shri Barat held different management posts at different branches of the Bank and his normal duties at different times were mainly the following :

(i) Productivity—Staff Relationship.—Ensuring proper deployment of staff in his section, including allocation of duties on a rational basis and raising of general level of productivity and efficiency; motivation and encouragement of staff to be responsive towards greater output and enlargement of the scope of their function and activities, identifying their training needs and ensuring their development; and strict compliance with the Bank's policy in industrial relation

and personnel matters, in particular maintenance of staff discipline at the required level.

(ii) Customers Service Standard

Conducting checks and recording sample tests of all customer service standard fortnightly and ensuring that the required customer service was provided ; Identifying areas of shortfall and initiating timely correct action ; Ensuring that complaints from customers were at zero level and where complaints were of recurring nature, suggesting and implementing remedial measures ; Maintaining productive criteria system files daily and initiating action for clearance and elimination of holdovers.

(iii) Containment of Cost

Ensuring correct recovery of revenue items as per laid down schedule of charges ; Keeping stationery consumption at need-based level ; and ensuring maintenance of productive ratio with minimum numbers.

(iv) Internal Control Procedure and Systems

Achieving good rating under all heads of audit ; Ensuring that Bank suffer no loss due to non-compliance or incomplete compliance with internal controls and procedures ; Initiating prompt and time-bound action to eradicate shortfalls commented in any Audit/Internal Control Team/Monthly Operation report ; Initiate timely follow-up overdue bills/loans/cheques ; and checking of stationery bills and marking them for payment ; Supervision and controlling receipts, preservation and destruction of records including checking of the entries in the Storage Destruction Registers ; Generally supervising staff working in his department.

14. The Bank follows the system of management by objectives. This system involves the discussions between the superior officer and the subordinate officers regarding the performance of the subordinate officers and the targets to be achieved by the subordinate officers. This discussion takes place at the beginning of the year or at the time of posting of an officer in the department as the case may be. These objectives are listed in the Performance Appraisal and Potential Report (P.A.P.R.) of the subordinate officer concerned. This is known and commonly referred in the Bank as the Key Results Area. Shri Barat's performance in the Key Results Area was fixed as follows. To monitor customer standard in the department regularly and to ensure that they are being met to the extent of 100 per cent, to monitor internal control in the department and to ensure that they are being observed properly, to ensure that audit inspection irregularities relating to the department are rectified within stipulated dates and they do not recur, to maintain proper supervision over staff and to take timely action on job Improvement Plants.

15. The aforesaid duties are never assigned to any workman of the Bank. Shri Barat agreed to the tasks set for him in the Key Results Area in his P.A.P.R.

16. During his service as an officer in the management cadre, Shri Barat assessed the performance of the clerical staff and subordinate staff working under him and signed the Merit Rating Cards/Reports.

17. Shri Barat was granted increments and benefits from time to time in the course of his career as an officer of the Bank as admissible to the officer in the management cadre of the Bank. In the case of workmen of the Bank increments follow in the normal course but in the case of the officers of the management cadre the position is not so. Shri Barat as an officer of the management cadre accepted such position in the matter of increment of his salary.

18. The terms and conditions of the service of the officers in the management cadre provide for granting of loans for purchase of Motor Vehicle, loans for purchase/construction of house and for purchase of land for housing. Shri Barat took the loan for purchase of the Motor Vehicle and also for purchase of the flat. The limit of the loan granted to Shri Barat for the above purposes is the limit applicable to the officers in the management cadre and not to the workmen of the Bank. Further the workmen of the Bank is not entitled to get any loan for the Motor Vehicle. Shri Barat was the Officer-in-Charge of the Correspondence and Stationery Department of the Bank at 19 Netaji Subhas Road since June,

1983 till his service was terminated, having a number of clerical staff and subordinate staff with Head Clerk and Special Assistant under him. Shri Barat mainly did his managerial and supervisory work since after his promotion to the management cadre from the clerical cadre. Shri Barat according to the employer Bank was not a workman at the time of the termination of his service.

19. Both the employer Bank and Mr. Barat have adduced oral and documentary evidence and the same are no doubt voluminous in nature, in support of their respective case. According to the employer Bank Mr. Barat was not the man as defined in section 2(s) of the Act at the time of the termination of his service in November, 1983. Mr. Barat has however come with the definite allegation that although he was Officer-in-Charge of the Correspondance and Stationery Department of the employer Bank's branch at 19 Netaji Subhas Road but by his nature of duties he was the "workman" as defined in the Act at the time of the termination of his service.

20. It is an undisputed fact and it is also the settled principle of law that Bank is an industry as defined in the Act. In each and every industry there are labour force and the management force. The workman as defined in the Act comes under the category of labour force and the other employees doing the managerial or supervisory work comes within the management force. The question whether a particular employee in the industry is a "workman" as defined in the Act, on many a occasion has come to the Supreme Court or High Courts for decision. The Supreme Court/High Courts by their various decisions have laid down the well established principle as the guidelines for the Tribunals or other Courts subordinate to it for determination of the question whether a particular employee in any industry is a workman under the Act. The principles of law in this respect as laid down in some important decisions are quoted below as guidelines for determination of the issue in the instant case :

In the case of Lloyds Bank Ltd. vs. Panna Lal Gupta and others, reported in 1951 (1) LLJ 18, it has been held by the Hon'ble Supreme Court as follows :

"We have referred to these industrial decisions merely for the purpose of emphasizing the fact that in deciding the status of an employee the designation of the employee is not decisive ; what determines the status is a consideration of the nature and duties of the function assigned to the employee concerned ;".

In the case of South Indian Bank Ltd. vs. Chacko (A.R.) reported in 1964 (1) LLJ 19, the Hon'ble Supreme Court while considering the Sastri Award with regard to the categories of the workmen known as Head Clerks, Accountants and Head Cashiers, has observed as follows : "Admittedly the mere fact that he was designated as accountant would not take him out of the category of the workman". In the said decision the Hon'ble Supreme Court has further observed—"The Labour Court appears to have taken proper note to this distinction between accountants who are really officers and accountants who are merely senior clerks with supervisory duties and on consideration of the evidence on the record as regards the duties actually performed by the respondent Chacko, has come to the conclusion that he was merely a senior clerk, doing mainly clerical duties, and going by the designation of accountant and was in reality a workman as defined in the Industrial Disputes Act and doing an element of supervisory work."

In the case of Ananda Bazar Patrika (Pvt.) Ltd. vs. Its workmen, reported in 1969(II) LLJ 670, the Hon'ble Supreme Court has observed as follows : "The principle which should be followed in deciding the question whether a person is employed in a supervisory capacity or on clerical work is that if a person is mainly doing supervisory work but incidentally or for a fraction of the time also does some clerical work, it would have to be held that he is employed in supervisory capacity, and conversely if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity.

In the case of D. P. Maheswari vs. Delhi Administration and others, reported in 1983(II) LLJ 425, the Hon'ble Supreme Court has observed as follows : "We would further like to add that the circumstance that the appellant was not discharging supervisory functions was itself a very strong circumstance from which it could be legitimately inferred that he was discharging duties of clerical nature". In the said decision it has been further held by the Hon'ble Supreme Court that the question is what were his main duties and not whether he was occasionally entrusted with other work.

In the case of S. K. Verma vs. Mahesh Chandra and Another, reported in 1983(II) LLJ 429, the Supreme Court has observed as follows : "One does not have to be carried away by the appellation "development officer" as the Industrial Tribunal appears to have been. After all, what is in a name? Notwithstanding the glorified designation, we must look to the nature of his duties to discover what precisely a development officer is?"

In the case of Arkal Govind Raj Rao vs. Ciba Geigy of India Ltd., Bombay, reported in 1985(II) LLJ 401, it has been held by the Hon'ble Supreme Court as follows : "The definition of the expression workman hereinbefore extracted clearly shows that the person concerned is not ceased to be a workman if he performs some supervisory duties but he must be a person who must be engaged in a supervisory capacity." It has been further held in the said decision that difference in salary is hardly decisive, nor the designation of clerk itself is decisive. Focus has to be on the nature of duties performed.

In the case of National Engineering Industries Ltd. vs. Shri Shri Kishan Bhageria and others, reported in 1988(I) LLJ 363, the Hon'ble Supreme Court accepted the principle of law as laid down by the Calcutta High Court Bench presided over by P. B. Mukherjee, Chief Justice in Me-Leod and Co. v. Sixth Industrial Tribunal, West Bengal and others, reported in AIR 1958 (Cal.) 273 and observed as follows : "There the Learned Judge observed that whether a person was workman within the definition of the Industrial Disputes Act was the very foundation of the jurisdiction of the Industrial Tribunal. The Court further observed that in order to determine the categories of service indicated by the use of different words like "supervisory", "managerial", "administrative", it was necessary not to import the notions of one into the interpretation of the other. The words such as supervisory, managerial and administrative are advisedly loose expressions with no rigid frontiers and too much subtlety should not be used in trying to precisely define where supervision ends and management begins or administration starts. For that would be theoretical and not practical. It has to be broadly interpreted from a common sense point of view where test will be simple both in theory and in their application. The Learned Judge further observed that a supervisor need not be a manager or an administrator and a supervisor can be a workman so long as he did not exceed the monetary limitation indicated in the Section and a supervisor irrespective of his salary is not a workman who has to discharge functions mainly of managerial nature by reasons of the duties attached to his office or of the powers vested in him. In that case the learned Judge further held that a person in charge of a Department could not ordinarily be a clerk even though he may not have power to take disciplinary action or even though he may have another superior officer above him. It was further observed that distribution of work may easily be the work of a manager or an administrator but "checking" the work so distributed or "keeping an eye" over it is certainly supervision."

After discussing the principles of law as laid down in some other cases the Hon'ble Supreme Court in the aforesaid decision in 1988 (1) LLJ 363 laid down the following principles of law: "The principles therefore is, one must look into the main work and that must be found out from the main duties. A supervisor was one who could bind the company to take some kind of decision on behalf of the company. One who was reporting merely as to the affairs of the company and making assessment for the purpose of reporting was not a supervisor."

In the case of Burmah Shell Oil Storage and Distribution Company of India Ltd. vs. The Burmah Shell Management Staff Association and others, reports in AIR 1971 (SC) 922=1977 (II) LLJ 590, the following tests have been laid

down for determination of an employee as a workman as defined in section 2(s) of the Act. For an employee in an industry to be workman under section 2(s) of the Act, it is manifest that he must be employed to do skilled, unskilled manual work, supervisory work, technical work or clerical work. If the work done by an employee is not of such a nature he would not be a workman.

If every employee of an industry was to be a workman except those mentioned in four exceptions of section 2(s) of the Act, these four classifications need not have been mentioned in the definition and a workman could have been defined as a person employed in an industry except in cases where he was covered by one of the exceptions. The specifications of the four types of work obviously is intended to lay down that an employee is to become a workman only if he is employed to do the work of one of those types, while there may be employees who not doing any such work, would be out of the scope of the word "workman" without having resort to the exceptions.

In cases where an employee is employed to do purely skilled or unskilled manual work, or supervisory work, or technical work or clerical work, there would be no difficulty in holding him to be a workman under the appropriate classification. Frequently, however an employee is required to do more than one kind of work. He may be doing manual work as well as supervisory work, or he may be doing clerical work as well as supervisory work. He may be doing technical work as well as clerical work. He may be doing technical work as well as supervisory work. In such case, it would be necessary to determine under which classification he will fall for the purpose of finding out whether he does not go out of the definition of the "workman" under the exceptions. The principle is now well-settled that for this purpose a workman must be held to be employed to do that work is the main work he is required to do, even though he may be incidentally doing other types of work. In such cases it must be ascertained as to what is the main or substantial work which he is employed to do. If it is supervisory work it must be held that he is employed to do supervisory work though he may also be doing some technical, clerical or manual work. If on the other hand the supervisory work is incidental to the main or substantial work of any other type, namely, clerical, manual, or technical, the employment would not be in a supervisory capacity.

21. Keeping in view the aforesaid well-settled guidelines as laid down by the Hon'ble Supreme Court this Tribunal will have to determine whether Mr. Barat was a workman as defined in section 2(s) of the Act at the time of the termination of his service in November, 1983 from the employer Bank, on due consideration of the materials given by both parties in the form of oral and documentary evidence.

22. The relevant portion of the definition of "workman" as given in section 2(s) of the Act is quoted here :

"2(s) 'workman' means any person (including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with; or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i)

(ii)

(iii) who is employed mainly in a managerial or administrative capacity ; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by

reason of the powers vested in him, functions mainly of a managerial nature".

23. It is an undisputed fact that Mr. Barat was first appointed in the clerical cadre of the employer Bank in 1967. It is also an undisputed fact that in the employer Bank the management cadre is quite different and distinct from the clerical cadre. Ext. M-5 is the memorandum of settlement between the employer Bank and its workmen as a whole. Clause 1 of the said terms of settlement Ext. M-5 lays down that promotion from the clerical cadre to the management cadre (Job Grade I—Job Grade A) will be made on a centre-wise basis from those who have completed continuous six years of service in the Bank etc. Clause 3 of the said terms of settlement enjoins that applications will be invited from the eligible employees desiring consideration for promotion and no employee will be considered unless an application in writing has been submitted by him within the due date. Clause 4 of the terms of settlement provides that a written test carrying 30 marks will be held for all such candidates and that such test would include questions on the law and practice of banking as well as practical work of various departments of the Bank. The aforesaid memorandum of settlement Ext. M-5 which bound M. Barat in the clerical cadre shows that the nature of the job for the clerical cadre and for the management cadre having been substantially different, a clerical staff desiring promotion to the management cadre was required to file his application for the purpose and was required to undergo the test in respect of the question of law and practice of the banking as well as practical work of various departments of the Bank.

24. There is no dispute to the fact that Mr. Barat submitted an application dated 16-2-1978 Ext. M-8 for promotion from clerical cadre to the management cadre in response to employer Bank's notice inviting applications for such promotion. In the said application Mr. Barat for favourable consideration of his candidature, mentioned that he undertook programme in general management at the Indian Institute of Management, Calcutta and that the said programme contained courses in economics, quantitative method, behavioural science, commercial service, finance, accounting, marketing, operations research, personnel management, industrial relations and management information system. This application Ext. M-8 of Mr. Barat clearly indicates that he understood that the functions of the promotee to the management cadre from clerical cadre were mainly managerial and supervisory. Otherwise Mr. Barat would not have drawn the attention of the employer Bank to the fact as mentioned in his application that he undertook the programme in general management at the Indian Institute of Management, Calcutta.

25. There is no dispute to the fact that Mr. Barat was called for the test and interview for promotion to the management cadre from clerical cadre and that he succeeded. The employer Bank's letter Ext. M-9 under the signature of Mr. M. N. Chowdhury, the then Operations Manager of the Bank in Eastern India (MW-1) sent to Mr. Barat shows that Mr. Barat was promoted to the management staff Grade-I on probation with effect from 5th May, 1978 with total salary of Rs. 1,495 and was posted at 41 Chowringhee Road Branch. Under the said letter Mr. Barat was informed that he would be on probation for six months which might be extended by further three months if Mr. Barat's performance during the first six months did not justify his confirmation and that if he was found unsuitable for confirmation even during the extended period of his probation, he would be reverted to the clerical grade without any loss of seniority. The said letter further enjoined that a monthly written test would be held during his probationary period and the tests would cover the Operations Manual, Exchange Control Manual, the Bipartite Settlement and Banking Law and Practice. Under the said letter Mr. M. N. Chowdhury as Operations Manager offered his congratulations on Mr. Barat's promotion and expressed the view that he had no doubt that Mr. Barat would discharge his managerial responsibility with competence. Mr. Barat under his letter dated 3rd May, 1978 Ext. M-10 addressed to Mr. M. N. Chowdhury, Operations Manager (MW-1) acknowledged the letter of promotion Ext. M-9 and expressed his

sentiment by saying to the effect that he took this opportunity of thanking Mr. M. N. Chowdhury for conveying the congratulations on his promotion and that he looked forward to discharging his managerial responsibilities to the entire satisfaction of Mr. M. N. Chowdhury, Operations Manager. Mr. Chowdhury (MW-1) Operations Manager under his letter dated 28-11-78 Ext. M-11 addressed to Mr. Barat confirmed Mr. Barat to the management cadre Grade-I with effect from 5-1-1978 and offered his congratulation. At the same time Mr. M. N. Chowdhury gave him some advice in the said letter to the effect that the confirmation to the management cadre was only the beginning and that it was essential that Mr. Barat would develop these qualities which were necessary to become an effective manager. It was further advised that development of knowledge and ability to extract the best from the staff and non-tolerance of indiscipline owing to weakness were some of the qualities which all good managers must develop and that he had no doubt that Mr. Barat would constantly bear that in mind.

26. From the aforesaid documents as discussed above, it is clear that Mr. Barat understood without any iota of doubt that on his promotion to the management cadre he was employed to do the managerial work. It further appears from the letters exchanged between Mr. M. N. Chowdhury as Operations Manager and Mr. Barat as a promotee to the management cadre that there was a very good relation between them. Mr. Barat has admitted in his evidence that he had his excellent relation with Mr. M. N. Chowdhury and still now he maintains the same. He has further admitted in his evidence that he has highest regard for Mr. M. N. Chowdhury (MW-1).

27. It may be mentioned here that on receipt of Mr. Barat's letter dated 3-5-1978 Ext. M-10 written on Mr. Barat's letter-head with the caption "Advocate Calcutta High Court below his printed name Mr. Chowdhury under his letter dated 3-5-1978 Ext. M-12 addressed to Mr. Barat expressed that the Bank had been surprised to note that Mr. Barat's letter-head described him as an Advocate of Calcutta High Court giving consultation hours as 7 to 9 P.M. and that during his interview for promotion to the management cadre Mr. Barat mentioned that he did not practise although he had a Law degree. The employer Bank under the said letter Ext. M-12 sought clarification from Mr. Barat in this respect because as an employee of the Bank it was not permissible for Mr. Barat to practise as an Advocate. Mr. Barat under his letter dated 17-5-1978 Ext. M-13 clarified the position by stating that in view of his eligibility the letter was so printed and that he did not do any practice for profit. MW-1 Mr. Chowdhury in his evidence has stated that such clarification coming from Mr. Barat as a responsible officer of the Bank had been accepted by him. Be that as it may, it appears that Mr. M. N. Chowdhury had a very good impression about Mr. Barat.

28. MW-1 Mr. Chowdhury with whom Mr. Barat has the best relation and for whom he has the highest regard, has stated in his evidence that on promotion to the management cadre, Mr. Barat was given the managerial responsibility for supervising the staff and running the department under him. I shall discuss the evidence of MW-1 Mr. Chowdhury later on but his reference to certain documents showing that Mr. Barat was employed on promotion to the management cadre to do the managerial work may be discussed first. MW-1 Mr. M. N. Chowdhury has referred to Ext. M-15 which is a book containing the terms and conditions of service of the management staff of the Bank in India. Mention may be made here that there is no difference between the term management cadre and the management staff and Mr. Barat had to admit this, although in the beginning in his evidence he tried to draw a distinction between the terms management cadre and management staff. The terms of service Ext. M-15 indicate at chapter I/I the Job Grade A to F with respective salary range under the management cadre. The lowest Job Grade-A in the management cadre is Assistant Accountant. It may be mentioned here that at the time of promotion of Mr. Barat to the management cadre the lowest Job Grade was I and not A as mentioned in the terms of service Ext. M-15. The evidence of MW-1 Mr. Chowdhury has shown that original Job Grade-I and II after amalgamation became the Job Grade-A. The

Chapter VIII/I of the terms of service of the management staff Ext. M-15 deals with club membership. It appears therefrom that the employer Bank encourages the staff of the management cadre to become a member of the club with a view to facilitating professional or customer contact from development of business and that the employer Bank authorises officers to join acceptable social or service club in the centre to which he is posted and that the Bank reimburses entrance fee to an officer on the rates according to the cadres as mentioned therein. These terms of service encouraging the officer of the management cadre to join the club for the purpose as mentioned in the terms of service under the 'Club membership' goes to show that officer in the management cadre joining the club for development of the business of the Bank by having their professional contacts with the customers in the club. This fact in the terms of service also shows that Mr. Barat on his promotion to the management cadre was required to do the managerial function for development of business of the Bank by being a member of the club and that such term of service is only meant for the officer of the management cadre. The employee in the clerical cadre is not given such facilities as has been given to the staff of the management cadre.

29. The terms of service of the management staff Ext. M-15 have laid down the terms of basic salary, dearness allowance and other facilities like housing, house rent, servant, loan for purchasing motor car, for construction/purchase of the house, medical benefits and other perquisites as mentioned in the terms of service. The clerical staff as per the Bipartite Settlement Ext. M-4 gets the different scale of pay with different pattern of dearness allowance and other benefits which are quite different from those available to the management staff. One or two examples may be given here to show the difference. The basic salary of the Job Grade-A in the management cadre as given in the Chapter I of the terms of service of the management staff Ext. M-15 is Rs. 1100-4200 whereas as per the Bipartite Settlement Ext. M-4 the basic pay of the clerical staff ranges from Rs. 520-1660. Dearness allowance of the clerical staff is linked with the cost of living index as laid down in the Bipartite Settlement and it appears from Ext. M-4 that the dearness allowance for the clerical staff is 1 per cent of pay and other officiating allowance for every rise of four point over 322, whereas the dearness allowance of the Grade-A of the management staff is 75 per cent of the basic pay. It therefore appears that the dearness allowance of the clerical staff is linked with the cost of living index whereas the dearness allowance of the management staff is not linked with the cost of living index but it is some percentage of the basic pay and the same is revised from time to time. The evidence of MW-1 Mr. Chowdhury may be referred to in this connection. It further transpires from the terms of service Ext. M-15 of the management staff that a management staff can get loan from the Bank to purchase motor car and to purchase or construct the house upto certain monetary limit, whereas according to the Bipartite Settlement a clerical staff can get the loan from the Bank to purchase two wheeler and get also loan to purchase/construct house upto a certain limit which is far below the limit as available to the management staff. Ext. M-22 and M-23 show that Mr. Barat as a management staff took the loan to purchase motor car and that he actually purchased the same which however remained hypothecated to the Bank as per agreement. Ext. M-24 shows that Mr. Barat took the loan to purchase the flat. Ext. M-27 and M-27/a show that Mr. Barat's dearness allowance was revised from time to time. There is no gainsaying of the fact that Mr. Barat after his promotion to the management cadre enjoyed the benefits as per the terms of service of the management staff Ext. M-15. In such a case Mr. Barat is now estopped from saying that he was not in the management cadre and that only a glorified designation was given to him to deprive him the benefits of the Act, which a workman is entitled to. The principle of law as laid down in the case of Workmen of M/s. Hindustan Lever Ltd. v. Management, reported in AIR 1984 (SC) 516 is relied on. The decision reported in 1964 (1) LLJ 333 enabling and not stopping the retrenched workman to challenge the retrenchment even after receiving the retrenchment compensation, as relied on by Mr. Barat does not militate against the principle of law as laid down in AIR 1984 SC 516 (supra).

30. In view of what has been discussed above, it is clear that Mr. Barat on his promotion to the management cadre was employed to do the managerial functions and enjoyed the benefits as are available to the management staff in accordance with the terms of service Ext. M-15. Now let us see what kind of performance Mr. Barat used to do after being employed in the management cadre on his promotion. The Performance Appraisal and Potential Report (P.A.P.R.) Ext. M-14 series are the most vital documents to throw light in the matter. The P.A.P.R. Ext. M-14 in respect of Mr. Barat relates to the period from May to December 1978, P.A.P.R. Ext. M-14/a relates to the period from January to December 1979, P.A.P.R. Ext. M-14/b relates to the period from January to August 1980, P.A.P.R. Ext. M-14/c relates to the period from January to December 1981 and P.A.P.R. Ext. M-14/d relates to the period from January to December 1982. The P.A.P.R. of Mr. Barat in respect of the period from January 1983 till the termination of his service in November 1983 does not appear to have been prepared and filed. It however appears from the letters Ext. M-19, M-20 and M-21 that the draft Key Task for Mr. Barat as Officer-in-Charge Correspondence Dept. in 19 Netaji Subhash Road Branch for 1983 was prepared. Be that as it may, it appears from each and every P.A.P.R. of Ext. M-14 series in respect of Mr. Barat that the Key Task of Mr. Barat in each year was formulated in consultation with Mr. Barat under his own signature. Section I of P.A.P.R. of Ext. M-14 series relates to the Key Tasks to be performed by the officer concerned, namely Mr. Barat. The Key Tasks as mentioned in section I of each and every P.A.P.R. of Ext. M-14 series clearly indicate that Mr. Barat function to be performed was managerial and supervisory.

31. In Ext. M-14 series the Key Tasks as indicated in Section I were amongst others to monitor customer service standard in his department regularly, to monitor internal controls in his own department and to ensure that they were being observed properly, to ensure that audit inspection irregularities relating to his department were rectified by stipulated dates and that they did not recur, to maintain proper supervision over staff, to take timely action on Job Improvement Plans (J.I.P.), to ensure that all overdue bills in his department were effectively followed up, to ensure I.E.N.C. accounts were reconciled properly and investigation into differences was completed under his personal supervision within one month, to take letters from regular incumbents and maintain follow-up pending items, to ensure that Bank's plans/policies relating to personal matters are strictly followed and to ensure that the discipline be maintained at a high standard etc. The extent of achievement as against the Key Tasks in each year has been reported by the Reporting Officer under his signature. In Section II of the P.A.P.R. in each and every P.A.P.R. the Reporting Officer has recorded his comment against each and every item. The items so recorded in Section II of the P.A.P.R. relate amongst others to planning, analytical ability, judgement, leadership and inter personnel relationship. The aforesaid items referred to the managerial functions and not to the clerical work. In Section III of the P.A.P.Rs. the overall performance rating has been made by the Reporting Officer in division IV dealing with the development plans, the Reporting Officer has made his comment and remark in the each and every P.A.P.R. Mr. Barat as Reportee Officer in almost all the P.A.P.Rs. excepting one, has agreed to the observations of the Reporting Officer. Only in the P.A.P.R. Ext. M-14/d Mr. Barat has not agreed to some observation of the Reporting Officer about his planning, resourcefulness and communication. The careful perusal of the aforesaid P.A.P.R. Ext. M-14 series with special reference to the Key Tasks of Mr. Barat formulated in each year and to the achievement and the Reporting Officer's comment, clearly indicates that Mr. Barat since after his promotion to the management cadre was required to do the managerial and supervisory work.

32. It has already been shown that MW-1 Mr. Chowdhury has stated in his evidence that Mr. Barat was given the managerial responsibility supervising the staff and running the department under him. The P.A.P.Rs. Ext. M-14 series bear testimony to the same. The other evidence both oral and documentary in this respect would be discussed as and when occasion arises. There is no gainsaying to the fact that no P.A.P.R. is maintained for the clerical staff. Mr. Barat in his

evidence in chief has come with the story that he was compelled to execute the P.A.P.R. Curiously enough Mr. Barat who did not make any complaint, has not put any suggestion in this respect to MW-1 Mr. M. N. Chowdhury and MW-2 Mr. Das who have given evidence with regard to the P.A.P.R. by saying that Mr. Barat was compelled to execute the P.A.P.Rs. and that he did not voluntarily execute the same. Mr. Barat's such evidence for the first time in his examination in chief without giving any suggestion in this respect while cross-examining the employer Bank's witnesses like MW-1 and MW-2 cannot be relied on at all. MW-2 Mr. Das was the Reporting Officer in some P.A.P.Rs. and MW-1 Mr. Chowdhury also signed the P.A.P.Rs. as the final authority. Mr. Barat could have put the suggestion while cross-examining them that he was compelled to execute the P.A.P.Rs. but he did not. On the other hand he has come with this new story while giving his evidence in chief. Such evidence cannot be relied on. The decision in the case of A.E.C. Carapiet v. A. Y. Dorderian, reported in AIR 1961 (Cal) 359 is relied on.

33. It is an undisputed fact that Mr. Barat after his promotion to the management cadre was first of all posted at 41 Chowringhee Road Branch and then transferred to 19 Netaji Subhas Road Branch of the Bank in 1980. It is also an undisputed fact that in 41 Chowringhee Road Branch and in 19 Netaji Subhas Road Branch till he was made Officer-in-Charge of the Correspondence and Stationery Department in 19 Netaji Subhas Road Branch he worked as Relief Officer and sometimes he worked as second or third Officer and sometimes he worked as Officer-in-Charge in 19 Netaji Subhas Road Branch when the permanent Officer-in-Charge used to remain absent. It is also undisputed fact that in every such branch Mr. Barat used to work under the Assistant Manager/Operating Officer. Mr. Barat has admitted in his deposition that except the scrutiny and reconciliation of the Bill Account he cannot remember what other duties he performed during the period from May 1978 to September 1980. It may be mentioned here that Mr. Barat was promoted to the management cadre on 5-5-1978 and that he was transferred to 19 Netaji Subhas Road Branch from 41 Chowringhee Road Branch in September 1980. The P.A.P.Rs. Ext. M-14 series have however shown that Mr. Barat's Key Task in each year during the aforesaid period was managerial and supervisory.

34. There is no dispute to the fact that Mr. Barat was made Officer-in-Charge of the Correspondence and Stationery Department which includes also Record Section from 10th June 1983. Mr. Barat has tried to show by giving evidence both oral and documentary that even as Officer-in-Charge of the Correspondence and Stationery Department his duties were normally clerical and that sometimes he used to perform the supervisory duties which were however incidental. Mr. Barat however has not disowned that he was the Officer-in-Charge of the Correspondence and Stationery Department from 10-6-19983 till his service was terminated in November 1983. Mr. Barat of course has come with the story that he was given such glorified designation although he was made to do the clerical work. Let us see what the documents show in this respect. It is an undisputed fact that in the Correspondence Department under Mr. Barat there were one Head Clerk, one Special Assistant, seven Clerks and 14 Subordinate Staffs. The Attendance Register in respect of the clerical staff in the Correspondence Department is Ext. M-28 and the Attendance Register of the Subordinate staff is Ext. M-28/a. The said Attendance Registers show that Mr. Barat as Officer-in-Charge of the Correspondence Department used to put his initial everyday under the attendance mark of the clerical staff and subordinate staff in the respective Attendance Register. This particular fact shows that Mr. Barat as Officer-in-Charge used to supervise the attendance of the Clerical Staff and Subordinate Staff. Mr. Barat has however given a peculiar story by saying that he used to put his initial in the aforesaid registers as a token of his presence in the department. The question comes why the Officer-in-Charge would put his initial below the attendance of the Clerks and Subordinate Staffs in each register when there is no column mentioning the name of the Officer-in-Charge compelling him to put his attendance mark everyday in those registers. Such a story as given by Mr. Barat cannot be believed at all. The Attendance Registers clearly show that Mr. Barat as Officer-in-Charge used to supervise the atten-

dance of the Clerical staff and Subordinate Staff under him thereby implying that he had his control over the staff of the Correspondance Department. It has transpired in the evidence that there was only one Clerk in the Stationery Department when Mr. Barat was Office-in-Charge of that Department also and that there was no Head Clerk or Special Assistant in the said department. The evidence has disclosed that there were a few Subordinate Staff in the Stationery Department which includes also the Record Section. No Attendance Register of the Staff of the Stationery Department has been separately produced. The evidence of MW-2 Mr. Das shows that Clerks and Subordinate Staff of the Correspondance Department attending at late hours were required to take the permission of the Office-in-Charge, that is, Mr. Barat. The Attendance Register Ext. M-28/a of 1983 shows that on 9-2-1983 Sub-Staff Subal Chandra Adhikary did not attend the Branch of the Bank and Mr. Barat gave the red line of the appropriate column against the name of that Sub-staff and that when the Attendance Register was sent to the Administration Department the said Department also put another red line crossing the earlier one indicating that the Sub-staff remained absent till then. The evidence of MW-2 Mr. Das alongwith the Attendance Register Ext. M-28/a shows that on another occasion the said Sub-staff Subal Chandra Adhikari came late but he put his initial and Mr. Barat condoned his late attendance by putting the remark "OK" under his own initial in red ink. The evidence of MW-2 and the Attendance Register Ext. M-28/a further show that Sushil Chandra Das another Sub-staff was marked absent on 23-8-1983 at first and that on Sushil Chandra Das's letter Ext. M-29 stating that he forgot to mark the Attendance Register and praying for marking him present, Mr. Barat allowed the prayer of Shri Das and he was permitted to sign the Attendance Register for such date.

35. It appears from the Attendance Register Ext. M-28 and the evidence given by MW-2 Mr. Das that on 19-1-1983 three Clerks namely Gadadhar Dey, Gabindala Seal and Sailendranath Ghosh came late and Mr. Barat condoned the late attendance of the aforesaid three Clerks by putting his initial in the appropriate column as against the names of the aforesaid Clerks. Mr. Barat has however tried to say in his evidence that the power of condonation of the late arrival of the Clerks and Subordinate Staff was vested with the Officer-in-Charge of the Correspondance Department. Officer-in-Charge of the Correspondance Department. The Attendance Register however speaks otherwise. Mr. Barat has stated in his evidence that Attendance Register Ext. M-28 will show that on 10-3-1983, the Clerks Nemai Paul and Provat Kumar Banerjee came late but they were allowed to sign the Attendance Register and Mr. Barat's signature does not appear in the appropriate column against their names. Mr. Ginnwalla appearing for the employer Bank has submitted that non-initial of Mr. Barat with remark in the appropriate column of the said Attendance Register against the names of those two Clerks indicates that their attendance was not condoned by Mr. Barat. I find substance in such submission of Mr. Ginnwalla on careful consideration of the Attendance Register itself.

36. In view of what has been discussed above, with regard to the Attendance Registers of Clerical Staff and Subordinate Staff in the Correspondance Department, I find Mr. Barat as Officer-in-Charge of the said department had full control supervision over the attendance of the staff under him.

37. The employer Bank through the evidence of MW-2 Mr. Das and through the documentary evidence like leave applications Ext. M-30 series has shown that it is Mr. Barat who as Officer-in-Charge of the Correspondance Department used to allow the leave to the clerical staff and subordinate staff of the said department under him. All the leave applications Ext. M-30 to M-30/34 show that the leave applications were allowed by Mr. Barat sometimes by writing "allowed" and sometimes by writing "OK". Most of the leave applications are in standard form and about 2 or 3 are in the plain paper. The blank standard leave application form is Ext. M-16. It will appear therefrom that the said standard leave application form has got two parts. The lower part relates to the communication of the granted leave to the staff concerned. It transpires from the evidence that the lower part of the standard leave application is issued under the signature of the Officer-in-Charge of the Administration Department which deals with the record of the clerical staff and subordinate staff in general. Each and every leave application of Ext. M-30 series bears the remark as to

the granting of leave under the signature of Mr. Barat. It appears from the standard leave applications Ext. M-30 series that the space against the item "Sanctioned has been left blank and nobody has signed as "Operations Officer" printed in the said standard leave application forms. It appears that on the basis of the remarks under the signature of Mr. Barat leave was communicated to the staff concerned by sending the lower part of the leave application forms. Only the leave applications Ext. M-30/25, M-30/27, M-30/28, M-30/29, M-30/30 and M-30/31 show that another Officer put his initial above the "Operations Officer" as printed in the said forms. All other leave applications of Ext. M-30 series bear only the remark and signature of Mr. Barat. The leave applications in plain paper show that Mr. Barat himself allowed the leave. Mr. Barat as WW-1 in his evidence has stated that he had no authority to grant leave to the clerical staff and subordinate staff under him and that he had only recommended the leave to be granted by the Officer-in-Charge of the Administration Department. The leave applications Ext. M-30 series as already discussed however show otherwise and establish that it is Mr. Barat who granted the leave to the clerical staff and subordinate staff under him while he was the Officer-in-Charge of the Correspondance Department. MW-2 Mr. Das has stated in his evidence that if any staff was not entitled to any leave the Officer-in-Charge Administration used to refer back the leave application to the Officer-in-Charge of the Department concerned who sent the leave application to the Officer-in-Charge of the Administration Department after granting the leave. The leave application Ext. M-30/17 shows that the leave was initially disallowed by Mr. Barat and subsequently allowed and that the endorsement to that effect was made by Mr. Barat under his own signature in the said application. On due consideration of all the materials in the record in connection with Mr. Barat's power to grant leave to the clerical staff and subordinate staff under him, I find that Mr. Barat as Officer-in-Charge of the Department concerned had the power to grant leave to the clerical and subordinate staff under him and that he actually granted the leave. This fact also shows the managerial/supervisory function of Mr. Barat while he was the Officer-in-Charge of the Correspondance and Stationery Department.

38. Next comes the topic regarding the merit rating cards of the clerical and subordinate staff who used to work under Mr. Barat as Officer-in-Charge of the Department. MW-1 Mr. Chowdhury in his evidence has referred to the private and confidential circular Ext. M-17 which was issued to the branches of the Bank in connection with the merit rating and merit increment of the clerical and subordinate staff. The said circular indicates on what basis the merit rating is to be carried out. MW-1 Mr. Chowdhury has stated in his evidence that merit rating cards in respect of the clerical staff and subordinate staff of the Correspondance Department were signed by Mr. Barat. It transpires from the evidence of MW-1 as also from the merit rating cards file Ext. M-18 that merit rating cards for 1981 and 1982 for the subordinate staff of the Correspondance Department were signed by Mr. Barat and the merit rating cards for clerical staff for the year 1982 and 1983 were signed by Mr. Barat. The evidence of MW-1 and the merit rating cards file Ext. M-18 clearly establish that Mr. Barat signed the merit rating cards after assessing their individual performance during the year in question. Mr. Barat in his evidence has stated that he was called upon to fill-up merit rating cards of the subordinate staff and clerical staff on routine basis and that he was not authorised to exercise any discretion in the matter. The merit rating cards file Ext. M-18 however shows otherwise. It appears that both in the case of subordinate staff and clerical staff Mr. Barat on proper assessment gave the rating in accordance with the instruction as laid down in the merit rating cards. MW-1 Mr. Chowdhury for whom Mr. Barat has highest regard has also stated in his evidence that Mr. Barat gave the rating and signed the merit rating cards after assessing the merit of the staff concerned. So the merit rating cards Ext. M-18 series and the evidence have established that Mr. Barat exercised his managerial/supervisory power over the clerical staff and the subordinate staff which were under his control.

39. It is an undisputed fact that whenever any officer of the management cadre is posted in a branch of the Bank the authority list is given to the officer concerned and the signature of the same officer is circulated in the branch. There is no dispute to the fact that immediately after the posting of Mr. Barat in 41-Chowringhee Road Branch after

his promotion to the management cadre, the authority list Ext. W-2 was given to Mr. Barat and his signature and initial were circulated in the branch. The authority list Ext. W-2 in respect of Mr. Barat for 41 Chowringhee Road Branch shows that Mr. Barat had unlimited authority in respect of certain items of the transaction and limited authority in respect of some other items of transaction and that he had no authority at all in respect of some other items of transaction. The authority list Ext. W-2 shows that Mr. Barat had unlimited power to respect of item No. 5 (passing of clearing/transfer cheques out of C. A. Ledgers), Item No. 7 (passing of clearing/transfer cheques out of S/B Ledgers), Item No. 8 (transfer debits to Current Accounts), Item No. 9 (transfer debits to Savings Accounts), Item No. 20 (Debits to I.B.C.T. and intransit A/cs.), Item No. 21 (credits to I.B.C.T. and intransit A/cs.), Item No. 25 (signing routing letters/advises) and Item No. 26 (signing branch ordinary letters). The said authority list further shows that Mr. Barat had the power to the limits of Rs. 50,000 in respect of Item No. 4 (passing cash cheques out of C. A. Ledgers), Item No. 6 (passing cash cheques out of S. B. Ledgers), Item No. 13 (signing cheques oneself) and also in respect of other items as mentioned therein. It appears from the said authority list Ext. W-2 that Mr. Barat had the power upto 5 lakh rupees in respect of Item No. 10 (authorising debits to customers accounts against letters of authority) and upto the limit of 10 thousand rupees in respect of the Item No. 14 (credits to commission and other income accounts). The said authority list bears also the signature of Mr. Barat. Mention may be made here that immediately after his promotion to the management cadre Mr. Barat was posted at 41 Chowringhee Road Branch. The authority list Ext. W-2 shows that Mr. Barat was given unlimited power in respect of some items of transaction and limited power in respect of some other items of transaction. The particular fact also shows that Mr. Barat was given the authority to exercise his managerial functions and not to do the clerical nature of duties.

40. On Mr. Barat's transfer to 19 Netaji Subhash Road Branch in the year of 1980 Mr. Barat was required to exercise his functions in accordance with the authority list Ext. M-34, M-34/A and W-12. Ext. M-34 is the general authority list in respect of the officers of all grades and the said general authority list was issued under the signature of B. R. Bahadur who was then the Manager, Operations. It is an undisputed fact that Mr. Barat was a grade-A Officer in the management cadre. The general authority list Ext. M-34 has indicated in respect of what items of transaction an officer in grade 'A' can exercise powers either unlimited or upto certain limit as mentioned therein. The authority list Ext. M-34 does not relate to the exercise of powers in connection with the items of transaction but it relates to the specimen signature/initial of the designated employees which include the Manager, Assistant Manager and officers in Grade-A, B and also the Head Clerks and Special Assistant. The said authority list Ext. M-34 bears the name of Mr. Barat under the officers Grade-A. Ext. W-12 also relates to the circulation of signature and initial of Mr. Barat like Ext. M-34/a. The authority lists Ext. M-34, M-34/a and W-12 also establish that Mr. Barat as an officer in the management cadre was authorised to exercise powers in respect of the items of transaction as mentioned in Ext. M-34.

41. Mention may be made here in this connection that Mr. Barat in his evidence and at the time of his argument has tried to make out that designated employee means Head Clerk and Special Assistant. MW-2 Mr. Das in his evidence has however stated that Head Clerks and Special Assistants are also designated employees by implying that there are other officers under the category of designated employee. Section 1001/11 of the Operations Manual Ext. M-44 has defined the designated employee, designated signer and designated officer and it appears therefrom that the designated employee includes the officers in the management cadre even from the rank of Manager. Section 1001/12 of the Operations Manual has enjoined that the designated employee may be the approver and not the preparer or checker. It has been clearly mentioned therein that any employee of the Bank may be the preparer and an employee authorised for the purpose may be the checker. This definition of designa-

ted employee and the nature of their work as defined and enumerated in the Operations Manual Ext. M-44 should be borne in mind while discussing the nature of duties used to be performed by Mr. Barat as Officer-in-Charge of the Correspondence and Stationery Department. In this connection it may be mentioned also that in the Bipartite Settlement Ext. M-4, the Head Clerks and Special Assistants while being given some supervisory work on special allowance have not been described as the designated employee.

42. MW-1 Mr. M. U. Chowdhury has stated in his evidence that no power of attorney was given by the Bank to Mr. Barat as he was the Junior Officer. Mr. Barat at the time of his argument as laid down stress upon this particular fact and has submitted that the non-giving of the power of attorney to Mr. Barat means that he was not exercising the managerial functions. I cannot appreciate the submission of Mr. Barat in this respect. The conferring of the power of attorney is not the only criteria to determine whether Mr. Barat exercised the managerial/supervisory functions on his promotion to the management cadre. The evidence of MW-1 Mr. Chowdhury has thrown light in the matter and has shown that Mr. Barat was given the managerial responsibility for supervising the staff and running the department under him although he was not given the power of attorney by the Bank.

43. The exercise of managerial/supervisory power by Mr. Barat as an Officer-in-Charge of the department will also be found from the following documents. MW-2 Mr. Das has stated in his evidence that clerical staff and subordinate staff of any department sometimes do out-door work and they are given the transport charges on the authority and sanction by the Officer-in-Charge of that department. The vouchers for petty charges Ext. M-31 collectively bearing the initial of Mr. Barat show that Mr. Barat authorised and sanctioned the expenditure of the amount by the vouchers for petty charges Ext. M-31 series. MW-2 Mr. Das in his cross examination has no doubt stated at the end of the day slump vouchers are made on the basis of the petty charges vouchers by the Administration Department and Mr. Barat had no authority to sign the said slump vouchers. Mention may be made here that the clerical staff and subordinate staff bear the transport charges for out-door work on the authority given by the Officer-in-Charge of the department in the vouchers for the petty charges and then at the end of the day the slump vouchers are made on the basis of the petty charges vouchers. Mr. Barat has also stated in his evidence that the petty charges in respect of petty charges vouchers Ext. M-31 (collectively) used to be raised by the Correspondence Department and then forwarded to the Officer-in-Charge Administration for payment on the basis of the slump vouchers prepared with reference to the petty charges vouchers. The payment for the petty charges might be made by the Administration Department but it is clear that the sanction or authority for the expenditure on account of petty charges used to be given by the Officer-in-Charge of the Correspondence Department concerned i.e., Mr. Barat himself during his tenure of service as Officer-in-Charge of the Correspondence Department. The signing of any amount of voucher is assigned to the Officer-in-Charge according to the Operations Manual but not to any clerical staff even upto the Head Clerk. It is true that the vouchers involving the payment of any amount from Rs. 5 onward could not be signed by Mr. Barat as a token of his sanctioning the same in terms of the relevant sections of the Operations Manual. MW-2 Mr. Das has stated so in his evidence and the relevant section in the Operations Manual Ext. W-13 and Ext. W-17 series bear testimony to the same. The slump voucher being for the larger amount prepared on the basis of the individual voucher for petty charges upto below Rs. 5 therefore rightly could not be signed by Mr. Barat even as Officer in Charge of the Correspondence Department as he had no such authority. The petty charges vouchers Ext. M-31 series however establish that in exercise of his managerial/supervisory power Mr. Barat as Officer-in-Charge of the Correspondence Department authorised the expenses incurred for out-door work by the clerical staff and subordinate staff under him.

44. The income and expenses vouchers for 14-2-1983 Ext. M-32 and M-32a bear the initial of Mr. Barat. It will appear therefrom that Mr. Barat put his initial as a token of his approving the said vouchers. The said vouchers show that the amounts involved in the said vouchers are more than seven thousand. MW-2 Mr. Das in his cross-examination has also admitted that Mr. Barat has put his initial in the said vouchers as a confirmation of the said expenditure and that the pre-paid expenses mentioned in the said vouchers Ext. M-32 and M-32a have been approved by the Officer-in-Charge. Mr. Ginnwalla the Learned Counsel for the employer Bank has submitted that the officer who signed the said vouchers above the "authorised signature" will not sign the vouchers unless Mr. Barat would have put his initial as approver. I find substance in such submission of Mr. Ginnwalla. So the income and expenses vouchers Ext. M-32 series also establish that Mr. Barat exercised his managerial/supervisory power by putting his initial in the said vouchers as a token of his approving the same.

45. The Clearing Settlement Voucher for rupees 3,14,388.13 Ext. M-33 bears the signature of Mr. Barat above the "authority signature". Similarly the Clearing Settlement Vouchers for Rs. 3,12,67,401.65 Ext. M-33a bears the signature of Mr. Barat above "authorised signature". The Clearing Settlement Vouchers Ext. M-33 series also show that Mr. Barat signed the same in respect of the amount as mentioned therein. MW-2 Mr. Das has stated in his evidence that Mr. Barat put his signature in the aforesaid Clearing Settlement Vouchers as token of approving the transaction and while doing so Mr. Barat also saw that the same was correctly prepared and checked. The aforesaid Clearing Settlement Vouchers Ext. M-33 series admittedly relate to the 19 Netaji Subhas Road Branch. So the authority list Ext. W-2 which related to the 41 Chowringhee Road Branch would not be relevant for showing Mr. Barat's authority in signing such vouchers of 19 Netaji Subhas Road Branch. The authority list Ext. M-34 in respect of Grade-A officers including Mr. Barat however relates to 19 Netaji Subhas Road Branch and it appears from the said authority list Ext. M-34 that on the basis of the authority as mentioned in the said authority list, Mr. Barat signed the Clearing Settlement Vouchers Ext. M-33 series. The signing of such vouchers even for unlimited amount is the managerial function of Mr. Barat on behalf of the Bank and not the clerical duty of Mr. Barat.

46. MW-2 Mr. Das has stated in his evidence that Mr. Barat as job holder used the monitoring form Ext. W1 and W-1a to monitor the work performed by the clerks under him for which Mr. Barat was responsible. The monitoring form Ext. W-1 and W-1a bear the initial of Mr. Barat as Officer-in-Charge. Mr. Das (MW-2) has further stated in his evidence that it was the duty of the clerks under Mr. Barat to reconcile I.B.N.C. with outstanding in accruals account and that Mr. Barat's duty was to monitor the work and see that the work was done and that Mr. Barat's signature against the job holder indicates the same. Here also the monitoring forms of the job holder Ext. W-1 and W-1a establish the managerial/supervisory work of Mr. Barat as Officer-in-Charge.

47. The letter dated 25-5-1983 Ext. M-36 written to the Newpost Franking Machine, G.P.O. Calcutta from the employer Bank's Branch at 19 Netaji Subhas Road was signed by Mr. Barat as Operations Officer. Mention may be made here that Mr. Barat was then not made the Officer-in-Charge of the Correspondence and Stationery Department. In the said letter bearing the signature of Mr. Barat it has been stated on behalf of the Bank as follows: "We enclose herewith our cheque on Reserve Bank of India for Rs. 8,000 which amount please arrange to fix-up in our above machine". The use of the words "We" and "our" in the said letter indicates that Mr. Barat considered himself as one of the management team of the Bank and issued the said letter on behalf of the Bank and thereby exercised his managerial power.

48. Next comes another instance of exercising of managerial/supervisory power by Mr. Barat in connection with the destruction of the records. Mention may be made here that Mr. Barat as Officer-in-Charge of the Correspondence

and Stationery Department was also the Officer-in-Charge of the Record Section which is admittedly under the Stationery Department. The Record Destruction Certificate Ext. M-39 bears the signature of Mr. Barat and Mr. Das (MW-2). The said certificate Ext. M-39 reads as follows (only relevant portion is quoted): "This is to certify, that we the undersigned, have this day, in the presence of such other destroyed the undermentioned described records....". It is therefore clear from the certificate Ext. M-39 that both Mr. Das and Mr. Barat destroyed the records in presence of each other. It is true that in the said certificate Ext. M-39 Mr. Barat has put his signature above "witness to destruction" and Mr. Das has put his signature above "Senior Branch Operations Officer". MW-2 Mr. Das has stated in his evidence that the officers who destroyed the records in presence of each other issue the destruction certificate. His evidence further shows that the records are generally destroyed in presence of two officers of whom one is the Officer-in-Charge of the Stationery Department and other may be the officer of any other department. Mr. Barat has stated in his evidence that in terms of the direction given to him by the Assistant Manager as per Ext. W-15 Mr. Barat carried out the destruction of the old records by selling to the old paper merchant. The destruction of old records is no doubt a responsible job which entails the managerial/supervisory work. The destruction of records by the Officer-in-Charge of the department concerned and by another senior officer in presence of each other as indicated in the destruction certificate Ext. M-39 shows the responsibility in such job and I find that here also Mr. Barat not only signed the destruction certificate as a mere witness but exercised his responsibility as an officer of the management team in the matter of destruction of old records.

49. Another instance of exercising managerial/supervisory function by Mr. Barat as Officer-in-Charge of the Stationery Department will be evident from the quotation Ext. M-40, MW-2 Mr. Das has stated in his evidence that Mr. Barat as Officer-in-Charge of the Stationery Department was to supervise and monitor the work of the clerks and subordinate staffs of the Stationery Department. The evidence of Mr. Das (MW-2) has further shows that as regards the stationeries, the Officer-in-Charge of the Stationery Department called the questions from the suppliers. The quotation dated 20-6-1983 Ext. M-40 from M/s. A. K. Banerjee and Brothers bears the signature of Mr. Barat. Mr. Das MW-2 has stated in his evidence that Mr. Barat's signature thereon shows that he had accepted the quotation. The quotation Ext. M-40 shows that the quotation was accepted at the reduced rates as amended in red ink in the quotation itself. The said amendments reducing the rates have been done by the Stationery Department and is the knowledge and approval of Mr. Barat and he has put his signature on the quotation amended rates. Mr. Barat has no doubt stated in his evidence that whenever any quotation used to be received in the Stationery Department from any supplier, he used to forward the same to the Assistant Manager alongwith the relevant purchase order after putting his initial in the quotation and that the purchase order used to be approved by the Assistant Manager in terms of the quotation. MW-2 Mr. Das who worked as the Assistant Manager for a number of years has stated in his evidence that Mr. Barat's signature on the quotation Ext. M-40 with amended rates shows that Mr. Barat had accepted and approved the rates in the quotation. Mr. Das MW-2 has candidly stated that amendments in the rates of the quotation in red ink might have been made by the clerk under instruction from Mr. Barat and that the clerk himself cannot make such amendment in reducing the rates without instructions from Mr. Barat. He has further stated in his evidence that Mr. Barat gave approval to the amended rates in the quotation. It may be that the purchase order is issued under the signature of some other officer senior to Mr. Barat but the evidence goes to show that the quotation approved by the Officer-in-Charge of the Stationery Department is taken into consideration while issuing the purchase order. Here also, Mr. Barat while accepting and approving the quotation exercises his managerial/supervisory function.

50. The random checking of stationery both in respect of quality and quantity by Mr. Barat as Officer-in-Charge of the Stationery Department as revealed through the documentary evidence like Ext. M-41 series also establishes the managerial function of Mr. Barat. The letter Ext. M-41 dated

19th September 1983 from the Regional Director to all General Managers in India of the Bank gave direction for issue of necessary instructions to the concerned branches in their said respect or random checking of stationery by mentioning therein that M/s. A. K. Banerjee and Brothers were the suppliers of the stationery forces in Calcutta Main. The letter dated 24-9-1983 Ext. M-41a from the General Manager to Manager Operations, Calcutta main in respect of random check of stationery gave direction in designate one of his officers to carry-out a random check in October 1983 of stationery forces supplied by M/s. A. K. Banerjee and Brothers and to send the report direct to Bombay with copy to him. The letter dated 29-9-1983 Ext. M-41b from T. K. Pardashani Assistant Manager Operations to Mr. A. K. Barat as Officer-in-Charge Correspondence & Stationery Department shows that Mr. Barat was designated to carry-out in October 1983 a random check of stationery forces supplied by M/s. A. K. Banerjee and Brothers and to submit his report to him in duplicate. The letter dated 27-10-1983 Ext. M-41b from Mr. Barat from the Correspondence Department, Calcutta main to Regional Director, South Asia, Bombay with copy to Manager Operations, Calcutta Main shows that Mr. Barat carried out the random check of standard forms supplied by M/s. A. K. Banerjee and Brothers in some of the Branches in Calcutta and that their quality and quantity supplied had been found to conform to the standards laid down. The said letter in the form of report was signed by Mr. Barat as Pro Manager, although at the relevant time Mr. Barat was Officer-in-Charge of the Correspondence and Stationery Department. The aforesaid letters and specially the letter Ext. M-41c establish that Mr. Barat while performing the random checking of stationery with reference to the quality and quantity, did the managerial function and not the clerical duty. The random checking of the stationery forms is undoubtedly a responsible managerial job to be performed by the responsible management staff.

51. Another important document Results Guide Ext. W-3 as produced by Mr. Barat was issued on 12-6-1978 shortly after the promotion of Mr. Barat to the management cadre. The job summary in the Key Tasks recorded therein clearly show that Mr. Barat as Officer-in-Charge of the Foreign Trade Department had to do the managerial/supervisory work. He was required amongst others to plan, organise and control the processing function in Inland Bill Section of Foreign Trade Department, to achieve and maintain the standards for processing the various customer services in the section allocated to the job holder, to control was processing functions in the section allocated to the job holder and to train, develop and off actively utilise available staff strength. The reporting lines in the said Results Guide Ext. W-3 show that there were officer, clerks and subordinate staff in the said reporting lines under the Officer-in-Charge of the Foreign Trade Department. The Results Guide Ext. W-3 shows that even in 1978 immediately after his promotion to the management cadre Mr. Barat was given such managerial/supervisory work with control over the department under his charge. So the document filed by Mr. Barat himself also establishes that Mr. Barat after his promotion to the management cadre was required to do the managerial/supervisory function as his main duties.

52. Mr. Barat has however come with the allegation that his main and normal functions were duties of a clerk and that he incidently performed some managerial/supervisory functions. The evidence as already discussed however does not prove the same. Let us now see what Mr. Barat has stated in his evidence about his performing the clerical duties and whether such duties if performed by Mr. Barat were his main duties. Mr. Barat in his evidence has given the nature of the duties which he was required to perform as Officer-in-Charge of the Correspondence Department. Mr. Barat's first duty was to check one Current Account Ledger daily in between 9 to 9.45 A.M. like any other officer in the management staff. Mr. Barat was to deliver the ordinary mails to different departments through the subordinate staff. The subordinate staff used to put the date stamp on every mail and Mr. Barat used to put his initial on every mail after the mails were received in the Correspondence Dept. The mails containing cheques and important documents used to be treated as registered mails and they used to be segregated by Mr. Barat.

Such registered mails used to be entered in the Inward Registered Mails Register Sheets by the Head Clerk or Special Assistant. The aforesaid functions of Mr. Barat in respect of incoming mails appear to have entailed his supervision. Every Officer-in-Charge of the Correspondence Department receiving the mails is as doubt required to classify the important department and to put his initial before their delivery to the different departments through Subordinate staff, although same work in connection therewith might be clerical in nature.

53. Mr. Barat has stated in his evidence that out of 11 Peon Books maintained in 19 Netaji Subhas Road Branch, he himself used to fill-up two or three Peon Books and that the rest used to be filled-up by the respective clerks. His evidence further shows that out of 80 registered letters normally received per day from the Postman about 15 letters used to be entered by Mr. Barat in the relevant record and that the cost used to be entered by the Clerks of the correspondence Department. Mr. Barat himself has admitted that no written direction was given to him by any higher authority to write the Form Book or any other document in the Correspondence Department by himself, which were to be written by the Clerks. Mr. Barat in his evidence has admitted that because of the shortage of staff he was compelled to fill-up the Peon Books and write some other documents in his own hand in the Correspondence Department.

54. Mr. Barat in his evidence has further stated that his one of the duties was to check if the total number of the registered letters as mentioned in the duplicate delivery sheets given by the postman agreed with the total number as incorporated in the Inward Registered Mail Register Sheets before distribution to various departments. This sort of duty also entails some supervision. It may that the senior clerk like Head Clerk and Special Assistant in the department also could do the same. It has already been stated that in terms of the Bipartite Settlement Ext. M-4 the Special Assistant or the Head Clerks is entrusted to do some supervisory work on special allowance and that such performance of supervisory work does not make them the employee in the supervisory capacity. Mr. Barat being in the management cadre while mainly doing the managerial/supervisory work, may of his own accord to some clerical work in the absence of the clerical staff for the interest of his employer Desk and it appear that Mr. Barat as Officer-in-Charge of the Correspondence and Stationery Department to doubt did some clerical work also for the smooth running of the department under him, although he was not directed in writing by any higher authority to do so.

55. As regards the despatch of Inland Madras under vice intended for Delhi, Bombay and Madras under N.A.F.S., Mr. Barat has stated in his evidence that it was his duty to see the despatch of such letters to their proper destination and that he had to enter in his own hand in the N.A.F.S. Despatch Dockets the weight as noted on the envelopes by the subordinate staff. His evidence further shows that the weights noted in the envelopes used to be totalled by Mr. Barat in the N.A.F.S. Despatch Dockets. His evidence further shows that after completion of such work by Mr. Barat the subordinate staff used to carry the N.A.F.S. bundle to the office of the Indian Banks Association for onward transmission by air. There is no dispute to the fact that important letters used to be despatched through Inland Courier Service. The work as enumerated above in respect of Inland Courier Service intended for Delhi, Bombay and Madras from Calcutta entails also supervision of the Officer-in-Charge, although Mr. Barat did some clerical work in connection therewith in respect of the N.A.F.S. letters.

56. As regards the filing correspondence Mr. Barat has stated in his evidence that in the process of filing the correspondence after action thereon taken by the respective departments, Mr. Barat as Officer-in-charge had to check whether the correspondences had been signed by the respective Officer.

in-charges of the departments. This sort of checking by Mr. Barat as Officer-in-charge of his department involved the element of supervision over the action already taken by the Officer-in-charge of other departments in respect of the correspondences in question.

57. The evidence has already shown that there were several clerks besides Head Clerk and Special Assistant in the Correspondence Department under Mr. Barat as Officer-in-charge of the Correspondence Department. Under the Key Tasks Mr. Barat was to monitor the work of the staff under him and to get the days work done by them. If for getting the day's work done Mr. Barat of his own accord as the head of the department gets something done by his own hand either because of the shortage of staff or because of absence of any staff without getting the same done through some other clerical staff, then such incidental personal work of Mr. Barat does not establish that Mr. Barat's normal duty was clerical in the Correspondence Department. It has already been shown in what managerial/supervisory capacity and with what control over the staff under him, Mr. Barat in the Stationery Department and that there partment used to do his duties.

58. As regards the functions in the Stationery Department MW-2 Mr. Das has stated in his evidence that Mr. Barat as Officer-in-Charge of the Stationery Department was to supervise and monitor the work of the clerks and subordinate staff of the Stationery Department. MW-2 Mr. Das at the same time has admitted that there was only one Clerk under Mr. Barat in the Stationery Department and that there was no work Head Clerk or Special Assistant during the time of Mr. Barat as Officer-in-Charge of the Stationery Department. According to the evidence of MW-2 Mr. Das the functions in the Stationery Department were to receive indents for stationery from various departments of the Bank, to collect the stationeries and to place purchase orders with the suppliers and to distribute stationeries when received to the various departments. Mr. Barat in his evidence has stated himself as Officer-in-Charge or by the Clerk attached to the Stationery Department, pursuant to the acceptance of the quotations by the Assistant Manager, Operations. MW-2 Mr. Das has also admitted in his evidence that out of the purchase orders Ext. W-9 series some were written by Mr. Barat. In the Stationery Department where there was only one Clerk besides the Officer-in-Charge of the department it may be that Mr. Barat had to write some purchase orders in his own hand for the interest of the Bank, itself, although Mr. Barat was not directed by any higher authority in writing that he was required to write some purchase orders in his own hand. It has already been stated that Mr. Barat was to get the clerical work done by the Clerk under him in his department concerned. If because of the shortage of staff Mr. Barat did some clerical work incidentally the said work being not his main function, then the doing of such work will not establish that Mr. Barat's normal duty in the Stationery Department was clerical. It has already been shown that as Officer-in-Charge of the Stationery Department what managerial/supervisory function Mr. Barat did during his tenure

ure of service as Officer-in-Charge of the Stationery Department.

59. As Officer-in-Charge of the Record Section under the Stationery Department, Mr. Barat's duty as per the evidence of MW-2 Mr. Das, was to receive and maintain the old records and to destroy records which were liable to be destroyed according to the rules in the Operation Manual. According to the evidence of MW-2 Mr. Das, the Officer-in-Charge used to take the decision as to what records were to be destroyed according to the rules in the Operations Manual. Page 101 of the Storage Register Ext. M-38 of 19 Netaji Subhas Road Branch of the Bank bearing the signature of Mr. Barat against the date 19th June 1982 shows and implies that Mr. Barat authorised the destruction of the records of the particular years mentioned therein, no doubt in accordance with the rules in the Operations Manual. It has already been stated that Destruction Certificate Ext. M-39 has proved that the records used to be destroyed in presence of two officers including the Officer-in-Charge of the Stationery Department which includes the Record Section. Mr. Barat in his evidence has stated that in the Record Section his duty was to ensure the preservation of the records which were required to be preserved beyond the time specified for retention of the records and that as there was no Special Assistant or Head Clerk in the Stationery Department he himself used to segregate the records in terms of the Operations Manual Ext. W-17/b and W-17/c. Mr. Barat has further stated in his evidence that pursuant to the audit objection in 1981 he himself raised a new Record Storage Register and that the employer has not produced the same. Mr. Barat has also made out a case in his evidence that the employer Bank has not produced also some other documents although called for by him. I shall discuss subsequently about the non-production of the documents by the employer Bank which were called for by Mr. Barat. In respect of the alleged new Record Storage Register, it is the definite evidence of MW-2 Mr. Das that Storage Register Ext. M-38 is the only register, implying thereby that save and except Ext. M-38 there is no other Storage Register. The employer Bank in reply to Mr. Barat's application to this Tribunal for giving direction upon the employer Bank to produce the alleged new Storage Register, has submitted by an affidavit that there is no other Storage Register excepting the Storage Register Ext. M-38. MW-2 Mr. Das has also stated so in his evidence. Further the relevant page 101 of the storage Register Ext. M-38 speaks of the years upto 1986 from 1979. Such being the position I accept the employer Bank's statement and MW-2 Mr. Das's evidence as the true version in respect of the Storage Register in the Record Section.

60. Mr. Barat has further stated in his evidence that he himself used to deliver the old records to the various departments as and when required by them as there was no Special Assistant or Head Clerk in the Record Section and that while delevering the old records Mr. Barat had to satisfy himself whether the Record Requisition Slips carried the signature of Assistant Manager, Operations in terms of the rules in the Operations Manual. The evidence has disclosed that the subordinate staff used to keep the records in the rack and it may be legally presumed that the actual delivery of the records to the various depart-

ments by carrying the same also used to be done by the subordinate staff under instructions from the Officer-in-Charge. It is not the case of Mr. Barat in his evidence that he himself used to carry the records to the various departments for delivery. It may be that in the absence of any other senior clerk or Head Clerk or Special Assistant Mr. Barat had to deliver the records to various departments through his subordinate staff on the basis of the requisition slip and while delivering the said old records Mr. Barat had to satisfy himself whether the Records Requisition Slip carried the signature of Assistant Manager. This kind of work of Mr. Barat to satisfy himself whether the Record Requisition Slip carried the signature of Assistant Manager entails the work of supervision.

61. In view of what has been stated above and on due consideration of the materials in the record with regard to the Record Sec., I also find that Mr. Barat as Officer-in-Charge of the Record Section also used to supervise the work in the Record Section and because of the shortage of staff he used to do also some work which could have been done by the Senior Clerk like Head Clerk or Special Assistant. I however find that the main function of Mr. Barat in the Record Section was also supervisory, although he incidentally did some clerical work in connection with the preservation and delivery of old records.

62. Paragraph 3.1(ii) regarding mail in Part-I of the Audit Report in respect of the 19 Netaji Subhas Road Branch Ext. W-14 says as follows : "We found that, contrary to Manual requirements, incoming registered mail was not subject to dual control. The Officer-in-Charge of the department received the mail, opened it, entered the items in the register and then initialled against the items himself in token of having checked them. This system completely negates the controls envisaged by the Manual and it must be henceforth ensured that all registered mail is under the control of two persons till such time as it is delivered to the respective departments. The aforesaid report rather goes to show that Mr. Barat as Officer-in-Charge by himself doing the aforesaid job went against the Manual. It has already been stated that Mr. Barat as Officer-in-Charge in the Correspondance Department had several Clerks, Special Assistant and Head Clerk under him. It has also been stated earlier that Mr. Barat could not show any written direction upon him by the employer Bank for his doing such job personally. Such being the position, it appears from the Audit Report that Mr. Barat by himself doing the aforesaid jobs in connection with the mail without any written direction from the higher authority went against the Manual and for the same he cannot make the employer Bank responsible. The checking work could have been done by him as Officer-in-Charge but the other jobs of clerical nature could have been got done by the Head Clerk or Special Assistant or by any other Senior Clerk according to his choice when he himself was the Officer-in-Charge.

63. In the light of the above detailed discussion about Mr. Barat's nature of duties, I have taken into consideration also Mr. Barat's letter Ext. W-24 to the Bank stating therein inter alia his nature of duties, Mr. Barat's letter Ext. W-25 to the Assistant Lab-2807 GI/89—9

our Commissioner (A.L.C.) raising the industrial dispute and describing his nature of duties, Bank's reply Ext. W-26 to Mr. Barat's letter Ext. W-24 describing therein Mr. Barat's nature of duties and Bank's comments Ext. W-27 to the A.L.C. stating therein. Mr. Barat's nature of duties in connection with Mr. Barat's letter Ext. W-25 to A.L.C.; with reference to what has been stated by both the parties in their respective written statements about the nature of duties of Mr. Barat, and I find that overall picture as revealed from the materials in the record further support and strengthen my conviction that as an employee in the management cadre Mr. Bharat's main function was managerial/supervisory and that he incidentally did some clerical job of his own accord in the Correspondance Department even going against the rules in the Operations Manual and that he did some clerical job in the Stationery Department because of the shortage of clerical staff. While arriving at the aforesaid conviction and decision I have specially kept in my view the principle of law as laid down by the Supreme Court in the case of *Arkal Gobindaraj Rao vs. Ciba Gigy of India Ltd.* reported in 1985 (II) LJ 401, upon which Mr. Bharat has much relied.

64. The materials in the record as already discussed above have established that Mr. Barat's functions were mainly of managerial nature. Even if it be assumed for the shake of argument that Mr. Barat was employed in a supervisory capacity after his promotion to the management cadre, then also Mr. Bharat comes out of the category of workman as defined in section 2(s) of the Act in view of the exception (iv) of the said section, because it is an undisputed fact that Mr. Barat's monthly wages far exceeded Rs. 1,800 at the time of the termination of his service. The letter of termination of service Ext. M-43 also shows that his monthly wages were more than Rs. 2,500 at that time.

65. Mr. Bharat has urged before the Tribunal to draw adverse presumption against the employer Bank for their non-production of documents called for by Mr. Barat. In respect of the non-production of the alleged new Storage Register by the employer Bank. I have already expressed my opinion on the basis of the affidavit and evidence as given before this Tribunal about the non-existence of such new Storage Register. As regards the production of 11 Peon Books on Mr. Barat's requisition for the same the employer Bank has produced only one Peon Book and has stated on affidavit that other Peon Books were destroyed according to the rules. As regards the Import and Export Despatch Register and courier service mail docket receipts register which were also called for by Mr. Barat, the employer Bank in their statement supported by affidavit has stated that they are not in existence. As regards the Postal Receipts of incoming registered mails, called for by Mr. Barat, the employer Bank could produce only four of one date by stating in their affidavit that the others are not available. As regards the Branch Inward Mail Register Sheets and the challans which were also called for by Mr. Barat, the employer Bank could produce only 14 Branch Inward Mail Register Sheets and

13 Challans by stating on affidavit that the others are not available. The employer Bank could not produce also the Half-Yearly Indents and Indent Calculation Charts which were also called for by Mr. Barat on their statement on affidavit that there are not available. The papers and records of the Bank are liable to destruction according to the Operations Manual. The employer Bank has stated on affidavit that some documents which were in existence and which were called for by Mr. Barat could not be produced as they were not available implying thereby that the said documents might have been destroyed according to the rules. It appears from the Audit Report Ext. W-14 that the non-destruction of the records in time according to the Manual was severely commented.

66. Be that as it may, Mr. Barat has submitted that the employer Bank deliberately for the purpose of demolishing the evidence has destroyed the records and documents for the preservation of which he requested the employer Bank under his letter dated 29-3-1984 Ext. W-28 written to the A.L.C. by Mr. Barat with copy to the General Manager and Manager, Operations of the Bank. The letter Ext. W-28 addressed to the A.L.C. by Mr. Bharat shows that he requested the A.L.C. to direct the management to produce the documents limited in the said letter for scrutiny/inspection and to preserve the same till the dispute is finally disposed of. The letter Ext. W-28/c shows that the copy of the letter Ext. W-28 was sent to the General Manager and Manager Operations for information only Mr. Gindwalla, Learned Counsel for the employer Bank has submitted that no direction came from the A.L.C. for preservation of the listed document and that no request also came from Mr. Barat under the copy of the said letter for preservation of the listed documents. According to Mr. Gindwalla, the A.L.C. disposed of the conciliation proceedings on his finding that the dispute raised by Mr. Barat was not entertainable as Mr. Barat was found to be not a workman. Be that as it may, there is no dispute to the fact that Mr. Barat while sending the copy of the letter Ex. W-28 addressed to the A.L.C. to the General Manager and Manager Operations of the Bank, did not make any request for preservation of the listed documents nor did any direction come from the A.L.C. to the employer for preservation of the listed documents. The employer Bank by an affidavit has informed the Tribunal that some documents as called for by Mr. Barat are not in existence at all and that some documents as called for by Mr. Barat which were in existence are not available when Mr. Barat called for the same. In the fact of such affidavit leading to the conclusiveness about the aforesaid called for documents, I find that the Tribunal cannot legally draw the adverse presumption against the employer Bank Mr. Barat in his evidence has admitted that he wrote two or three Peon Books out of eleven Peon Books and that out of about 80 registered letters received per day about fifteen letters used to be entered by him. I have taken into consideration such evidence of Mr. Barat and other oral evidence also with regard to his work in respect of other documents

which could not be produced by the employer Bank and on the due consideration of the same I have already come to the decision that the main functions and duty of Mr. Barat while he was Officer-in-Charge of the Correspondence and Stationery Department, were managerial/supervisory.

67. Mr. Barat has led evidence to show that his continuance in the membership of Grindlays Bank Cooperative Credit Society and National Grindlays Bank Staff Benefit Trust Fund even after his promotion to the management cadre till the termination of his service, establishes that he was all along a workman because only the workman can be the member of the Credit Society and beneficiary of the Trust Fund. In support of his evidence as to his membership in the Credit Society and Trust Fund Mr. Barat has also produced yearly deduction list Ext. W-34 series to show that the yearly deduction from his salary used to be made for such membership in the Credit Society and Trust Fund. The management has produced bye-laws of the Society Ext. M-46 and the Trust Deed of the Trust Fund Ext. M-45. It appears from the Clause-6 of the Bye-laws of the Society Ext. M-46 that membership of the Society is open to all employees of the Bank covering the workman and non-workman. Under Clause-14 of the Trust deed Ext. M-45 every employee other than covenanted officers can be beneficiary of the Trust Fund. The evidence has shown that at present there is no covenanted officer in the employer Bank. So Mr. Barat's contention that his continuance in the membership of the Credit Society and his continuance as beneficiary in the Trust Fund even after his promotion to the management cadre prove that he was a workman, does not stand at all in view of the Bye-laws of the Society and the Trust Deed of the Trust Fund.

68. Mr. Barat has further tried to show by giving evidence that as he was not authorised to make any recruitment regarding clerical staff and subordinate staff and as he had no authority to initiate disciplinary proceedings he had no managerial power. In an institution like the Bank, each and every officer even though he might be in charge of any department, may not be the appointing and disciplinary authority. It is an undisputed fact that Mr. Barat even as Officer-in-Charge of the Correspondence and Stationery Department was not the appointing authority of the staff under him and that he was also not the disciplinary authority about them. Non-conferment of such power upon Mr. Barat does not take him out of the management cadre which exercises managerial/supervisory power upon the department and the staff therein under him.

69. Mr. Bharat's occasional deployment for outdoor duty because of his good connection as revealed by Ext. W-35 series and by evidence of MW-2 Mr. Das does not bring Mr. Barat under the category of the workman.

70. Mr. Gindwalla, the Learned Advocate for the employer Bank has drawn my attention to the contradictory evidence given by Mr. Barat and has

submitted that the evidence of Mr. Bharat cannot be relied on. Mr. Bharat in his evidence in chief at page 2 has stated that by the authority list Ext. W-2 he was not authorised to sign the vouchers and that he was also not authorised to sign the vouchers on I.E.N.C. accounts. The authority list Ext. W-2 however belies the same. In his cross-examination at page 22 he has admitted that as per item 14 and item 22 of the authority list Ext. W-2 he was assigned certain limits for signing the vouchers.

71. Mr. Bharat in his evidence in chief at page 3 has stated that he was compelled to execute the performance Appraisal and Potential Report (P.A.P.R.). In his cross-examination at page 20 he has stated that he did not make any complaint about his being compelled to execute the P.A.P.Rs. and has admitted that he did not ask Mr. Das MW-2 at the time of his cross-examination that he was compelled to sign the P.A.P.Rs. One of the P.A.P.Rs. exhibited before this Tribunal has shown that Mr. Bharat did not agree to the Reporting Officer's observation about his achievement and expressed his disagreement in the P.A.P.R. Mr. Ginwalla has shown other contradictions in the evidence of Mr. Bharat which I am not recording here. It may be that in a big case like the present one Mr. Bharat, who himself is the concerned employee and who himself advocated his own case might have not kept consistency in his statement before the Tribunal by way of evidence on some points. But the discrepancy and the contradiction in evidence when found to be motivated and deliberate no doubt bring the desponent's case in a weaker platform.

72. I have given due consideration in all the materials as placed before me by both the parties and I have tried my best to consider all the materials in their proper aspects with reference to the issue in question and on careful consideration of the same. I find that the materials as placed before me conclusively prove that Mr. Bharat was not a workman as defined in section 2(s) of the Act since after his promotion to the management cadre and specially at the time when his service was terminated by the employer Bank in November, 1983. The issue is decided accordingly.

Dated, Calcutta, The 4th August, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-12025/784-D.IV(A) IR(B)]

PADMA VENKATACHALAM, Dy. Secy

नई दिल्ली, 29 सितम्बर, 1989

का.आ. 2686--केन्द्रीय सरकार कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा 4 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र भाग 2, खण्ड 3, उपखण्ड (ii) दिनांक 2 सितम्बर, 1987 में प्रकाशित भारत सरकार के भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना सं. का.आ. 3031 दिनांक 22 अगस्त, 1967 द्वारा संशर्ष शोमले एण्ड कम्पनी (हिन्द) प्राइवेट लिमिटेड, यम्बई को प्रदत्त छूट को तत्काल प्रभावी रूप से विधायित करती है।

[सं. एस-35017/(2), 89-स.सु.-2]

New Delhi, the 29th September, 1989

S.O. 2686.—In exercise of the powers conferred by clause (a) of sub-section (4) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby rescinds with immediate effect the exemption granted to M/s. Chowgule and Company (Hind) Private Limited, Bombay, vide notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 3031 dated the 22nd August, 1967, published in the Gazette of India, Part II, Section 3, sub-section (ii), dated 2nd September, 1967.

[No. S-35017(2) 89-SS.II]

नई दिल्ली, 3 अक्टूबर, 1989

का.आ. 2687--कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन.ए. 16-10-89 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा, 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध कर्नाटक राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :

राजस्व ग्राम का नाम या नगर पालिका सीमा	होबली	तालुका	जिला
शहर नगर पालिका सीमा } यादगीर यादगीर "ब" }	यादगीर	यादगीर	गुलबर्गा

[संख्या एस-38013/25/89-एम.एस.-1]

New Delhi, the 3rd October, 1989

S.O. 2687: In exercise of the powers conferred by sub-section (3) of section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th October, 1989 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already brought into force) and Chapters V and VI (except sub-section (1) of section 76 and 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Karnataka namely :

Area of the revenue village or Municipal unit	Hobli	Taluk	District
1	2	3	4
Town Municipal Limit Yadgir Yadgir "b"	Yadgir	Yadgir	Gulbergu

[No. S-38013/25/89-SS.I]

का.प्र. 2688.—असम राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) अनुसूचन में श्री जी.सी. खोंड के स्थान पर श्री एस.के. पुरकेस्था आयुक्त एवं सचिव, श्रम और रोजगार विभाग असम सरकार को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसूचन में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 545, दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 9 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—

श्री एस.के. पुरकेस्था
आयुक्त एवं सचिव, श्रम सरकार
श्रम और रोजगार विभाग
रोसपुर

[संख्या यू-16012/7/85-एस.एम.-I]

S.O. 2688.—Whereas the State Government of Assam has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri S. K. Purkaystha, Commissioner and Secretary, Labour and Employment Department, Government of Assam to represent that State on the Employees' State Insurance Corporation, in place of Shri G. C. Khound;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely :—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 9, the following entry shall be substituted, namely :—

Shri S. K. Purkaystha, Commissioner and Secretary to the Government of Assam, Labour and Employment Department, Dispur.

[No. U-16012/7/85-SS.I]

का.प्र. 2689.—पंजाब राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खंड (घ) के अनुसूचन में श्री एस. एस. बोपाराई के स्थान पर श्री टी. के. ऐ. नायर, सचिव, पंजाब सरकार, स्वास्थ्य एवं परिवार कल्याण विभाग को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसूचन में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 545(अ) दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 के खंड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 22 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—

श्री टी. के. ऐ. नायर,
सचिव, पंजाब सरकार
स्वास्थ्य एवं परिवार कल्याण विभाग
बदायूँ ।

[संख्या यू-16012/2/86-एस.एम.-I]

S.O. 2689.—Whereas the State Government of Punjab has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri T. K. A. Nair, Secretary to the Government of Punjab, Health and Family Welfare to represent that State on the Employees' State Insurance Corporation, in place of Shri S.S. Bopari;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July 1985 namely :—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 22, the following entry shall be substituted, namely:

Shri T. K. A. Nair, Secretary to the Government of Punjab, Health and Family Welfare Department, Chandigarh.

[No. U-16012/2/86SS.I]

का.प्र. 2690.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 98 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के प्रवर्तन में सैमस हिन्दुस्तान ऐरोनाटिक्स लिमिटेड (नखनको डिजिटल) यू.पी. में ठेके पर नियुक्त कर्मचारीयों को 1 जुलाई, 1980 से 31 मई, 1985 तक की अवधि में यह दिनांक भी सम्मिलित है की अवधि के लिए छुट प्रदान करती है।

2. पूर्वोक्त छुट की शर्तें निम्नलिखित हैं, अर्थात् :—

(1) पूर्वोक्त का रखना, जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखना, जिसमें छुट प्राप्त कर्मचारीयों के नाम और पर विवरण लिखा जाये ;

(2) इस छुट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रशिक्षण प्राप्त करने रहे, जिसकी पंक्ति के लिए वे इस अधिसूचना द्वारा दी गई छुट के प्रवृत्त होने की तारीख से पूर्व सम्बन्धित प्रशिक्षणों के आधार पर हकदार हो जाते ;

(3) छुट प्राप्त अवधि के लिए यदि कोई प्रशिक्षण पहले ही लिए जा चुके हों तो वे वापस नहीं किए जाएंगे ;

(4) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे हमें हमके परन्तु “उक्त अवधि” कहा गया है), ऐसी विवरणियाँ ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी ;

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का इस निमित्त प्राधिकृत कोई अन्य पदाधिकारी :—

(i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत की गई किसी विवरणी की विशिष्टियों को मंजूर करने के प्रयोजन से

(ii) यह प्रतिनिधित्व करने के प्रयोजन से कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं : या

- (iii) यह अधिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके प्रतिक्रम स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नुकद में और वस्तु रूप में पाने का हक्कार बना हुआ है या नहीं; या
- (iv) यह अधिनिश्चित करने के प्रयोजनार्थ कि उस अधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं; निम्नलिखित कार्य करने के लिए संश्लेषित होगा :—
- (क) प्रधान या अध्यक्षित नियोजक से अपेक्षा करने कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है.
- (ख) ऐसे प्रधान या अध्यक्षित नियोजक के अधिभोगधाल किसी कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और भर्तव्य के संदाय से संबंधित ऐसे लेखा, बहियाँ और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उनकी परीक्षा करते दे, या उन्हें ऐसी जानकारी दे, जिसे वे आवश्यक समझते हैं, या
- (ग) प्रधान या अध्यक्षित नियोजक की, उसके अधिकारी या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उससे उद्धरण लेना।

[संख्या एस-38014/19/88एसएस-1]

ए. के. भट्टारै, अवर सचिव
(स्पष्टीकरण आपन)

इस मामले में छूट का भूतलजी प्रभाव देना आवश्यक हो गया है क्योंकि छूट आवेदन पत्र देरी से प्राप्त हुआ था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलजी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

S.O. 2690.—In exercise of the power conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the contractor's employees of M/s. Hindustan Aeronautics Limited, Lucknow (U.P.) from the operation of the said Act for a period with effect from 1st July, 1980 upto and inclusive of the 31st May, 1985.

The above exemption is subject to the following conditions, namely :—

(1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees:

(2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refunded;

(4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purpose of :—

- (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
- (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empowered to :—
- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

[File No. S-38014/19/88-SS-1]

A. K. BHATTARAI, Under Secy.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

नई दिल्ली, 6 अक्टूबर, 1989

का. प्रा. 2691:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन प्रायल कार्पोरेशन लि., मथुरा रिफाइनरी के प्रबंधकों के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंजाब को प्रकथित करती है, जो केन्द्रीय सरकार को 6-10-89 को प्राप्त हुआ था।

New Delhi, the 6th October, 1989

S.O. 2691.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Oil Corporation Ltd., Mathura Refinery and their workmen, which was received by the Central Government on 6-10-1989.

ANNEXURE

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 40/86

In the matter of dispute between :

Shri Ramesh & Ors.

Versus

Indian Oil Corporation Ltd., Mathura (U.P.)

APPEARANCES :

Shri N. B. Shetye with Shri Atul Chitale for the Union.

Shri G. B. Pai with Shri V. N. Kaura and Shri G. S. Sistani for the Management.

AWARD

The Central Govt. in the Ministry of Labour vide its Order No. L-30015(2)/86-D.III(B) dated 13th March, 1986 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether, in law, the petitioners and the 48 workmen whose services have been terminated are employees of the Indian Oil Corporation, Mathura Refinery Project, Mathura? Whether the termination of the services of 48 workmen was justified? And to what relief are the workmen entitled?”

2. The Mathura Refinery of the Indian Oil Corporation Limited was established in the year 1973.

The main work of the project is processing of crude oil. It has several processing units such as :

Atmospheric Distillation Unit.

Vacuum Distillation Unit,

Visbreaker Unit.

Fluid Catalytic Cracking Unit.

Bitumen Unit.

Sulphur Recovery Unit.

LPG, Naphtha, Gasoline and ATF Merox.

Treating Units and Naphtha Caustic Wash, etc.

The crude oil is discharged from tankers through the Single Buoy Mooring System located near Salaya in the Gulf of Kutch and pumped to Mathura through a pipeline about 1085 Km. in length. The refinery produces Liquefied Petroleum Gas, Motor Spirit Naphtha, Aviation, Turbine Fuel, Superior Kerosene, High Speed Diesel, Light-Diesel Oil, Furnace Oil, Fertilizer Feedstock, Bitumen and Sulphur. These products are later moved to major consumption centres by rail and road and through a 513 Km. Pipeline which has been laid from Mathura to Jullundur via Delhi and Ambala. The refinery has a township of 1400 houses constructed about 6 Kms. away from the Refinery with its own shopping Centre, School, a 24-bed hospital, clubs, auditorium, open air theatre and other recreational facilities. There are about 1400 regular employees. Besides there are about 900 other workers working in the refinery who are employed through contractors and have come to be known as ‘Contract Labour’. The working of the refinery has been divided into separate units such as Electrical Maintenance Deptt. (Township), Electrical Maintenance (Plant), Pump house (Public Health utility system), Civil Maintenance (Township), Civil Maintenance (Plant), Horticulture, Thermal Insulation, Railway Gantry, Clearing Division, Spray Malaria, FCC Unit (Projection), Bitumen drum filling and repairing unit, Mechanical Maintenance (Thermal Power Station), workshop, AVU & VBU Units, OMS-I Bitumen, Sulphur, Field Office IV (Unit Area), Instrument Unit, Material Deptt. (Stores), Canteens, LPG Marketing and transport.

3. The Mathura Refinery Mazdoor Sangh, Mathura (hereinafter referred to as the Union) served a notice of demand dated 25-7-1984 on the Management for absorption of the contract labour in the regular establishment of the refinery. The said demand notice reads as under :

“MATHURA REFINERY MAZDOOR SANGH
(REGD.)

Dated 25-7-1984

To,

The General Manager,
Mathura Refinery,
Mathura.

Demand Notice : Demand keeping the contract labour on the rolls of Indian Oil Corporation.

Sir,

Number of employees are working with you since many years in some job and are doing important

duties. It is requested that the employee working since commencement of the factory are still working as contract labour though they are doing very significant work. Not only this the work done by them is of permanent nature. The salary of other workers doing the same job in the establishment is 3 or 4 times.

According to labour laws the management cannot keep contract labour for the job of permanent nature, therefore, the system of contract labour should be abolished and the workers should be taken on the roll of Indian Oil and should be paid according to the terms of employees directly employed by Indian Oil within 15 days from today.

Yours faithfully,
Sd/-

Secretary

Mathura Refinery Mazdoor Sangh,
Mathura."

Thereafter some settlements were arrived at and the demand for abolition of contract labour was dropped.

4. Then the Union filed a writ petition being No. 2867/1985 before Hon'ble Supreme Court of India seeking the following reliefs :

"I: is, therefore, prayed that this Hon'ble Court may be pleased to :—

- (a) issue an appropriate writ, order or direction directing the respondents corporation to treat the workmen called contract labour, working at the Mathura Refinery as its own employees and pay all the necessary benefits forthwith ;
- (b) direct the respondents to reinstate the workmen terminated on account of union activities ;
- (c) issue an appropriate writ declaring the contract labour Act as unconstitutional and void, if necessary.
- (d) pass such other and further order/orders as this Hon'ble Court deems fit and proper in the circumstances of the case."

The Hon'ble Supreme Court of India disposed of the writ petition vide order dated 16-1-1986 which reads as under :

ORDER

"After hearing the learned counsel for the parties we think that this is a fit case where the Central Government should refer to the Industrial Tribunal for adjudication the following questions :—

1. Whether, in law, the petitioners and the 48 workmen whose services have been terminated are employees of the Indian Oil Corporation Mathura Refinery Project, Mathura ?
2. Whether the termination of the services of 48 workmen was justified ? and
3. To what relief are the workmen entitled ?

The Central Government is directed to refer those questions to the Industrial Tribunal for adjudication

within two months from today. The Tribunal to which those questions are referred will decide the dispute within four months thereafter. Until the disposal of the dispute by the Industrial Tribunal, status quo will be maintained and the services of the petitioners will not be terminated. The writ petition is disposed of accordingly. There is no order as to costs."

In pursuance of the above order of the Hon'ble Supreme Court the present reference was made to this Tribunal.

5. The case of the Union, in brief, is that the contract labour recruited by the Indian Oil Corporation (hereinafter referred to as Corporation) through public contractors are in fact workmen of the corporation and are entitled to all benefits which are given to the regular employees of the Corporation. Although the intermediary agencies i.e. the contractors have been changing, the workmen have continuously worked under the supervision and control of the Corporation for 4 to 11 years. During the pendency of the dispute services of 48 workmen were terminated illegally and they were not taken back in service. In their case, neither the principle of 'last come first go' was followed nor the other provisions of Chapter VA of the Industrial Disputes Act, 1947 I.D. Act (hereinafter referred to as the I.D. Act) were complied with and this action of the management was illegal and void as the workmen had completed more than 240 days of work and had worked for the Corporation in its premises under its supervision on work of permanent nature which is either the main work of the corporation or is incidentally connected with the main work. All the workmen covered by the 'Contract labour' answer the definition of 'workmen' as given in Section 2(s) of the Act. The working of the refinery is impossible if the so-called contract labour is not employed, and the whole of the plant will come to a stand still if the so-called contract labour does not assist in the running of the thermal power station maintenance of machine, operation such as drum filling, electrical maintenance, transport, Horticulture, etc. The workmen of the so called contract labour are exclusively working for the refinery and are the employees of the corporation and this is sufficient to conclude that in law they are employees of the corporation. Hence it was prayed that the reference may be answered in favour of the Union and it may be declared that the applicants including the 48 terminated workmen are employees of the corporation and that the termination of the services of the workmen is not justified and they are entitled to be reinstated with full back wages and continuity of service and all the workmen are entitled to all benefits of pay and benefits of service as applicable to regular employees of the corporation from the respective dates of their employment.

6. The Management in its written statement raised preliminary objections that the reference is void and invalid for vagueness and uncertainty in as much as the reference does not specify who are the workers with respect to whom the dispute exists and with reference to whom the reference has been made. Even if it is assumed that there is a valid reference, this reference must be restricted to the 400 and 48 workers whose names were included in the annexure to writ

petition No. 2967/85. It was further submitted that the subject matter of the presence reference in so far as it concerns the question whether the claimants and 48 workmen whose services have already been terminated, are employees of the Corporation, is also subject matter of an existing and binding settlement and in the said settlement the Union dropped its demand for absorption of contract labour it raised in its letter dated 25-7-1984 on the assurance given by the Corporation that the contract workers will be considered along with others in the event of any regular vacancy in future in case their names were sponsored by the Employment Exchange. In the circumstances petitioners are not entitled to re-agitate the said demand for absorption of the contract labour in the regular appointment of the refinery or to assert that the contract labour are the employees of the Corporation. The said settlement/agreement was arrived at in the course of conciliation proceedings before Assistant Labour Commissioner (C) and it caused the Corporation to act to its detriment by pursuing its contractors to improve the conditions of service of the contract labour and to increase their contract agreement and binding settlements with the Union which the contractors did vide settlement dated 30th January and 12th March, 1985 in which the contract labour including claimants/petitioners were granted benefits/facilities and increases in emoluments on the basis estopped in equity, after having enjoyed such benefits facilities and increases in emoluments on the basis thereof, from asserting existence of different state of affairs or stating or asserting that the claimants petitioners were not employees of the contractors with whom they entered into the said settlements and from whom they derived the benefits, but are employees of the Corporation. The said settlements being operative and binding for a period of 3 years these disentitle the claimants petitioners and the Union from making any demand or raising any dispute contrary thereto. In any case by entering into the settlement/agreements, the workmen and the Union waived its claim and any and all rights which they may have in law of claiming employment with the Corporation. On merits, it was submitted that there was no relationship of master and servant between the Corporation and the claimants petitioners and they are at best persons employed by the contractors engaged in works of the Mathura Refinery of the Corporation. According to the recruitment policy of the Corporation, laid down in conformity with the directives given by the Government of India and Govt. of Uttar Pradesh, certain standards have been laid down prescribing the minimum qualifications, age and experience and the vacancies are required to be notified with the local employment exchange. The candidates sponsored by the employment exchange who fulfil the prescribed requirements are subjected to test and interview in the selection committee and after selection they have to undergo medical examination. The initial appointment is on probation and it is only on satisfactory completion of probation that they are absorbed in the permanent employment of the Corporation. The confirmation is subject to the candidates character and antecedents being verified by the district authorities. Further according to the policy, there is reservation of 21 per cent for S.C. and Scheduled Tribes 15 per cent

for ex-servicemen and 3 per cent of physically handicapped. The Corporation is also obliged to give preference in employment to land-loosers, namely, the persons who were deprived of their land by acquisition of their land for the establishment of the refinery and the township to the extent of one member of each house-hold of land loosers. The Corporation has a record of 550 names of such land-looser house-holds out of whom employment had been provided to one member each of 299 land-looser families and the persons remaining in the list of the eligible land-loosers have to be employed as and when the vacancies arise. None of the claimants/petitioners have been sponsored by the employment exchange or even tested or interviewed for appointment by any selection committee nor have they undergo any medical examination nor have any letters of appointment been issued to them nor have their character and antecedents been verified and cleared by the policy authorities. Nor their names figure in the rolls of employees of the Corporation nor have they been paid wages of the Corporation nor have they functioned under the supervision and control of the corporation. It was further submitted that from time to time, the Corporation issued contracts to independent contractors for the performance of work/job/service in or about the Mathura Refinery and/or Mathura Refinery Township. These contractors are appointed through open or limited tenders in accordance with the Policy of the Corporation. The contractors selected for performing the work/job/service are issued work orders and they enter into separate contracts with the Corporation. Payments are made to the contractors on the basis of their performance either on lump-sum basis or for a given result. The contractors raise their bills monthly or otherwise as prescribed for the concerned work/job/service and their bills are subject to verification and/or measurement of relative work/job/service for which the payment is claimed. 90 per cent of the certified bill amount is paid on certification, while the balance payment is released on completion of the work/job/service. The contractors engaged for the performance of the work/job/service covered by their contracts, their own staff and/or labour from the local work force available and it appeared that the claimants petitioners formed part of that local work force. There is no prohibition against the Corporation for engaging Contractors for the performance of various work/job/service in or about the Mathura Refinery and/or Mathura Refinery Township or against the Corporation having any work, job, service performed through contract labour. Such prohibition can exist only with respect to the employment of contract labour in any process, operation or other work in any establishment with respect to which a prohibition of notification in the Official Gazette by the appropriate Government under section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 (hereinafter referred to as the Contract Labour Act), is published. No such notification or prohibition has been issued in the present case. The Corporation has neither evaded nor tried to evade any legal obligations under any Labour Welfare Laws. If the claimant Union has any grievance against the continued employment of contract labour at Mathura Refinery or the Railway Township, the remedy would be to have the contract labour at Mathura Refinery

abolished by invoking the machinery prescribed under section 10 of the Contract Labour Act and not by invoking the machinery of industrial adjudication through the medium of an industrial dispute as has been sought to be done in the present case. It was denied that any of the claimants/petitioners are working exclusively for the respondent Corporation or working under the direct supervision and control of officers of the respondent Corporation or that they work on jobs of permanent nature. These persons are employees of the contractors who exercise supervision and control over them. So far as the 48 workmen whose services were terminated are concerned, it has been submitted that they were never in the employment of the Corporation nor were their services terminated by the Corporation, much less, illegally. The claim of these workmen against the corporation is misconceived and the grievance, if any, has to be addressed to the contractors/employers against whom the remedy, if any, lies. In fact the contractors had settled the claim of the workers who had been allegedly removed from service.

7. In the rejoinder filed by the Union, it was further submitted that the source of recruitment or the agency of recruitment is not a conclusive test and the plea of settlement with the contractors was before the Hon'ble Supreme Court when it passed the order dated 16-1-1986.

8. The Union has examined WW1 Shri Man Singh, its secretary, WW2 Shri Munna Lal, and WW3 Shri Shiv Dutt Sharma. The Union also filed a large number of documents consisting of 23 files Ex. W-1(1 to 210), W-2(211 to 388), W-3(389 to 783), W-4(784 to 1219), W-5(1239 to 1448), W-6(1449 to 2211), W-8(2212 to 2376), W-9(2377 to 2661), W-10(2662 to 3013), W-11(3014 to 3164), W-12(3165 to 3273), W-13(3274 to 3423), W-14(3424 to 3748), W-15(3749 to 3868), W-16(3869 to 4066), W-17(4067 to 4182), W-18(4183 to 4230), W-19(4231 to 4319), W-20(4320 to 4390), W-21(4392 to 4450), W-22(4450 to 5070), W-23(5071 to 6029). The Management examined MW1 Shri L. K. Mathur, MW-2 Shri R. K. Mittal, MW3 Shri P. K. Kanodia, MW-4 Shri K. K. Srivastava, MW-5 Shri M. N. Trivedi and MW6 Shri C. R. Sikri. The Management also filed a large number of documents consisting of 50 files Ex. M1(1 to 120), M2(1 to 133), Ex. M3(1 to 180), Ex. M-4(1 to 11), Ex. M-5(1 to 30), Ex. M-6(1 to 42), Ex. M7(1 to 49), Ex. M8(1 to 82), Ex. M9(1 to 17), Ex. M10(1 to 82), Ex. M11(1 to 73-A), Ex. M12(1 to 16), Ex. M13(1 to 56), Ex. M14(1 to 30-A), Ex. M15(1 to 141), Ex. M16(1 to 20), Ex. M17(1 to 82), Ex. M18(1 to 51), Ex. M19(1 to 86), Ex. M-20(1 to 81), Ex. M21(1 to 72), Ex. M22(1 to 24), Ex. M23(1 to 12), Ex. M24(1 to 30), Ex. M25 to M27(1 to 137), Ex. M28(1 to 46), Ex. M29(1 to 52), Ex. M30(1 to 16), Ex. M31(1 to 18), Ex. M32 and M33 (not on record taken away by the Management), Ex. M34(1 to 16), Ex. M35(1 to 80), Ex. M36(1 to 63), Ex. M37(1 to 16), Ex. M38(1 to 45), Ex. M39(1 to 4), Ex. M40(1 to 64), Ex. M41(1 to 56), Ex. M42(1 to 8), Ex. M43(1 to 11),

M44(1 to 13), Ex. M45(1 to 11), Ex. M46(1 to 7), Ex. M47(1 to 20), Ex. M48(1 to 65), Ex. M49(1 to 25) and Ex. M50(1 to 14).

9. Before entering upon the merits of the reference, the preliminary objections raised by the Management may be taken up. The first objection raised is that this reference is confined to only those workmen who were petitioners in the writ petition before the Hon'ble Supreme Court and it cannot cover the 488 workmen which were added to the list of workmen before this Tribunal. It has been stated that initially there were 400 workmen as petitioners before the Hon'ble Supreme Court of India to which were added 70 more later on. There were in addition 48 workmen, termination of whose services was challenged. Subsequently the names of 70 workmen out of the 470 petitioners before the Hon'ble Supreme Court were omitted. Hence the contention of the Management is that this reference shall be confined to 400+48 workmen and the 488 names which were added before this Tribunal should be excluded. In this regard reliance is placed on the authority *Burmah-Shell Oil Storage and Distributing Company of India Ltd., and others and their workmen and others* 1961(2) LLJ SC 124. In the said authority the demand for bonus raised by the Union representing operatives were referred for adjudication but the Tribunal also gave award in respect of the service conditions of the clerical staff who were represented by a different union. It was held that the order of reference in the circumstances cannot be construed to cover the clerical staff. The facts of the above case are altogether different from the facts of the present reference and the authority cited is not applicable to the present reference. In the present case the order of reference pertains to only the contract labour which is represented by one union only. Moreover, this aspect had been thoroughly considered earlier by this Tribunal in the order dated 12-8-86 which is reproduced below for ready reference.

"The Management has filed an application that this Tribunal should request the Govt. of India to state the names of the persons with respect to whom the dispute exists and reference is made and that this Tribunal should proceed with adjudication only after it has obtained the said names clarification however, there appears no need for doing so. The Management itself has mentioned in para 4(b) of the application that the Ministry of Labour had communicated to them that it was for the Tribunal to consider the validity of the claims made by the Union subsequently and that the apprehension of the Indian Oil Corporation that the reference was liable to be set aside as being vague, uncertain and invalid did not appear to be correct and there was no need to amend the terms of reference of the dispute as suggested by the Ministry of Petroleum and Natural Gas. The workmen have also placed on record a letter dated 6-5-86 written by the Mathura Refineries Maz-

door Sangh to the Ministry of Labour praying that names of 888 workmen may be forwarded to this Tribunal and a copy of the reply dated 8-5-80 of the Ministry of Labour to the effect that the Mathura Refinery Mazdoor Sangh were required by the order of reference to file their statement of claim, documents, the list of relevant witnesses with the Tribunal and in view of this the question of sending the list of 888 workers to the Industrial Tribunal by the Ministry did not arise. From this reply of the Ministry of Labour it appears to be its stand that the workman can mention the number of workmen involved in the term "petitioners" in the order of reference in their statement of claim. I have been also shown a copy of the petition under Article 32 of the Constitution of India filed by the workmen before the Hon'ble Supreme Court of India upon which the Hon'ble Supreme Court of India passed the orders resulting in the present reference. In para 1 of this petition it has been stated as follows :—

"That the petitioner union is filing the present writ petition for enforcement of fundamental rights of workmen known as Contract Labour employed at Mathura Refinery of the Indian Oil Corporation Ltd., hereinafter referred to as the workmen".

It is, therefore, apparent that the union is espousing the cause of the entire force of contract labour and not of individual workmen. In these premises term "petitioners" as mentioned in the order of reference would mean the entire Contract Labour employed at the Mathura Refinery of the Indian Oil Corporation and there appears no necessity for making back reference to the Ministry of Labour. It is to the knowledge of the Management that the dispute relates to the contract labour as such and not to individual workmen and its insistence that a clarification should be sought by this Tribunal that whether the reference relates to 448 workmen who are mentioned in the petition before the Supreme Court or 888 persons as now stated by the Union, appears to be a dilatory tactic. It is made clear that the reference not only covers the 888 persons mentioned by the Union but the other persons employed as contract labour at Mathura Refinery of I.O.C. who may have been still left out in the list supplied by the Union."

The above order has not been challenged before any higher forum and has become final. Moreover, hypothetically speaking, if it is decided that the 400 workmen who were petitioners before the Hon'ble Supreme Court plus the 48 workmen whose services were terminated are in law employees of the I.O.C., it will be an anomaly to exclude the other contract labour from the purview of the award. Looking

from a different angle, if there are 1000 employees in an organisation and a union with 800 members raises a dispute, the award which is given will cover all the employees and will not be restricted to those 800 workmen who were members of the Union. Hence there is no substance in the objection of the Management and it is held that this award will cover the entire contract labour employed at the Mathura Refinery of the Indian Oil Corporation.

10. It has also been contended by the Management that the Marketing Division of the Corporation is an independent organisation and is not covered by the terms of reference. Out of 488 workmen added to the list of claimants before this Tribunal, 290 persons belong to the Marketing Division. It has been submitted by the Management that the Marketing Division has its own management, staff, labour force, establishment, terms and conditions of service, finances, working functions, and directors incharge, quite separate and independent and distinct from that of the Refinery Division of the Corporation. It has been stated that prior to 1964, Indian Oil Limited was comprised of two separate and distinct companies namely (1) Indian Refineries Ltd., which carried on business essentially of manufacturing of Petroleum products and (2) Indian Oil Co. Ltd., which carried on business essentially of marketing petroleum products. These two companies were amalgamated to form a new company, Indian Oil Corporation Ltd., in 1964 with essentially two divisions namely—Marketing Division which took the staff, assets and business of Indian Oil Company Ltd., and Refinery and Pipe Lines Division which took the staff, assets and business of Indian Refineries Ltd. It has further been stated that the Marketing Division has a separate establishment at Mathura which consists of Administrative block and LPG bottling plant and it has separate approach road located at a distance of 2 KMs. from the main gate and approach road to the Mathura Refinery. It has separate gate passes. The Marketing Establishment has no connection with the Mathura Refinery apart from bottling for sale and selling gas and other petroleum products purchased from the Mathura Refinery. The marketing division is also registered under the contract labour Act. The Union does not dispute these separate and distinct functions of the marketing division. It has to be noted straight away that even the Management admits that the Marketing Division is only one of the two Divisions of the Corporation. The other Division being the Refinery and Pipe Lines Division. Then there is common chairman of the Corporation who controls and supervises the functioning of the two divisions. There is also a common balance-sheet prepared for the entire Corporation. It is to be further noted that the Marketing Division sells only the products of the Refinery. If the refinery is not there, there will not be any Marketing Division. Therefore, the Marketing Division is totally dependent on the feeding by the Refinery. Consequently the concept of 'functional integrality' steps in and the separate contractors, separate gates, separate recruitment policy or the separate Unions will not make any difference. In the authority S. G. Chemicals and Dyes Trading Employees Union and S. G. Chemicals and Dyes

trading Limited and another 1986(1) LLJ page 490 SC, it was held as under :

Industrial Disputes Act 1947-SS. 25FF, 25FFA, 25FFF, 25-0, as substituted by S. 14 of the Industrial Disputes (Amendment) Act 1982 25K, 25-L-Meaning of "Industrial Establishment undertaking" "Industrial Establishment or Undertaking"—Term "undertaking" though occurs in several sections has not been defined in the Act and hence undertaking is to be understood in its ordinary meaning and sense and it means part of an Industrial Establishment—Undertaking and Industrial Establishment if taken together constitute one establishment. S. 25-0 of the I.D. Act would apply to the closure of the undertaking if conditions of 25-K are fulfilled—Undertaking of Industrial establishment need not be factory :—

S. G. Chemicals and Dyes Trading Limited which carries on the business of pharmaceuticals, pigments and chemicals was operating in Bombay through three Divisions namely, the Pharmaceuticals Division at Worli, the Laboratory and Dyes Division at Trombay and Marketing and Sales Division at Express Building, Churchgate where the registered office of the company is also situate. The company gave notice to the Secretary, Government of Maharashtra in accordance with S. 25FFA (1) of the Industrial Disputes Act 1947 of its intention to close down its Marketing and Sales Divisions at Churchgate where 90 workmen were employed. Copies of the said notice were sent to the Commissioner of Labour, Maharashtra and the Union. Union protested against the termination of the services of the workmen. Pursuant to the above notice the company closed down its Division at Churchgate and agreed to pay compensation under S. 25FFF of the Industrial Disputes Act.

A complaint was filed under S. 28 of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act 1971 before the Industrial Court, Maharashtra by the union complaining that the closure of the Churchgate Division was contrary to the provisions of S. 25-0 of the Industrial Disputes Act and that the company had committed an unfair Labour practice under the aforesaid Maharashtra Act. It was the case of the union that for the purpose of S. 25-0 all the workmen of company should be taken into consideration as there was functional integrality amongst all the three Divisions.

The Industrial Court held that the Churchgate division was not part of an "undertaking or an establishment" and therefore the Trombay Factory. Therefore, the company was not obliged to follow S. 25-0 of the Industrial Disputes Act.

It took the further view that violation of S. 25-0 would not constitute act of unfair labour practice within the meaning of Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act 1971.

On this view the Industrial Court dismissed the application filed by the union. Hence the union has preferred to Civil Appeal by Special Leave granted by the Supreme Court.

Allowing the civil appeal held S. 2(m) of the Factories Act defines a factory as meaning "any premises including the precincts thereof" and it does not define it as meaning "any one premises including the precincts thereof". Under this definition, it is not required that the Industrial establishment must be situate in any one premises only. The second thing to be noticed about Cl. (m) is that the premises must be such as in any part thereof a manufacturing process is being carried on. The expression "manufacturing process" is defined in Cl. (k) of S. 20 of the Factories Act. In modern industrial World it is often not possible for all processes which ultimately result in the finished product to be carried out at one place and by reason of the complexity and number of such processes and the acute shortage of accommodation in many cities, several of these processes are often carried out in different buildings situate at different places. In many cases, these functions are distributed amongst different departments and divisions of a factory and such departments and divisions are housed in different buildings. That a factory can be housed in more than one building is also clear from S. 4 of the Factories Act. The expression 'Industrial Establishment' is defined in the Explanation to S. 25-A in identical terms with S. 25-L.

Section 25-0 applies to the closure of an undertaking of an Industrial establishment and not to the closure of an 'Industrial establishment'. It also does not require that an undertaking of an 'Industrial establishment' should also be an 'Industrial establishment'. The term "undertaking" though it occurs in several sections of the Industrial Disputes Act like S. 25FF, 25FFA and 25FFF, is not defined anywhere in the Act. Even the new Cl. (Ka) which was inserted in S. 2 by the Industrial Disputes (Amendment) Act 1982, defines the expression 'Industrial establishment or undertaking' and not the term 'undertaking' simpliciter. It would appear from opening words of Cl. (Ka) namely "Industrial establishment or undertaking" means an establishment or undertaking, in which any Industry is carried on and that the term "undertaking" in that definition applies to an Industrial undertaking.

III. Test of what constitutes one establishment—When an undertaking can be said to form part of Industrial establishment of the company so as to constitute one establishment—If functions of the undertaking and the Industrial establishment were neither separate nor independent but were so integrally connected—Both the undertakings and the Industrial establishment would constitute one establishment.

Thus the word, "undertaking" wherever it occurs in the Industrial Disputes Act is to be understood in its ordinary meaning and sense unless a specific meaning is given to that term by that particular provision. The word undertaking in the expression "an undertaking of an Industrial establishment" in S. 25-O means an undertaking in its ordinary meaning and sense as defined in the case of Hindustan Steel Ltd. Vs. The workmen and the others. If an undertaking in its ordinary meaning and sense is part of an Industrial establishment so that both taken together constitute one establishment, S. 25-O would apply to the closure of an undertaking provided the condition laid down in S. 25-K is fulfilled.

On facts held that the functions of the Churchgate division and the Trombay factory were neither separate nor independent but were so integrally connected as to constitute the Churchgate division and the Trombay factory into one Establishment. Originally the various departments such as Pharmaceuticals sales, dyes and chemicals, laboratory accounts, purchases, personnel and administration and other departments were housed in Churchgate, while its factory was situate at Tardeo. Therefore the factory and the laboratory were shifted to Trombay and subsequently the pharmaceuticals sales division were shifted to Worli. Though the company was carrying on its operation at three separate places, all the purchases of the Trombay factory were made by the Churchgate Division. It also looked after the marketing and sales of the goods manufactured and processed at the Trombay factory. The statistical work of the company like productwise sales statistics, industry-wise sales statistics, partywise sales statistics, sales forecast statistics, sales outstanding statistics, and other statistical work was also done in the Churchgate division. Orders for processing of dyes and instructions in respect thereof were issued from the Churchgate division to the Trombay factory. The work of making payment of salaries, overtime, conveyance allowance, medical expenses, leave travel allowance, statutory deductions like P.F. Income Tax, Profession tax etc. in respect of the workmen working at the Trombay factory was also done in the Churchgate division and an employee from the Churchgate division used to go to Trombay factory on the last day of each month for

work of purchasing statutory items, printing forms etc. for the Trombay factory and the maintenance of the office building at Churchgate and of the factory at Trombay was done by personnel in the Churchgate division. The services of workmen in the Trombay factory were transferable and workmen were in fact transferred from the Trombay factory to the Churchgate division.

A factory cannot produce or process goods unless raw materials required for that purpose are purchased. Equally there cannot be a factory manufacturing or processing goods unless the goods so manufactured or processed are marketable and sold. The one without the other is a practical impossibility. No factory can run unless salary and other employment benefits are paid to the workmen nor can a factory function without necessary accounting and statistical data being prepared. These are integral parts of the manufacturing activities of a factory. When these factors exist there can be no doubt that the Trombay factory could not have existed and functioned without the Churchgate division. There is a complete functional integrality between the Trombay factory and the Churchgate division. Therefore, if the company wanted to close down its Churchgate division, the section of the Industrial Disputes Act which applied was S. 25-O and not 25-FFA.

IV Factories Act 1948-Ss 27, 35-Trombay Shops and Establishment Act 1948-Section 2, Cls. (4), (8) and (9) Maharashtra Shops and Establishment Rules 1961—Undertaking registered under Bombay Shops and Establishment Act and the Industrial Establishment registered under Factories Act—Whether both could be treated as one Registration under two different Acts—Such registration under two different Acts does not make the undertaking and the establishment two different units:—

Held merely because registration is required to be obtained under a particular statute it does not make the business or undertaking or industry so registered a separate legal entity except where registration of incorporation is obtained under the Companies Act. Factories Act and Bombay Shops and Establishment Act are regularly statutes and registration, under both the Acts is compulsory for providing certain benefits to workmen employed in the factory or the establishment as the case may be".

Hence, I find no merit in the contention of the management and it is held that the contract labour employed in the Marketing Division is also covered by the terms of the present reference.

11. It has also been contended by the Management that the reference is bad in view of abandonment of claim for absorption against Indian Oil Corporation and binding settlements with Contractors which are still in force. It has been submitted that the Union sent a notice of demand dated 25-7-84 to the Corporation for absorption of contract labour in the regular establishment of the Refinery pursuant to which discussions were held between the Union and the Corporation in which the Corporation gave an assurance that the contract workers will be considered alongwith others in the event of any regular vacancy in future in case their names are sponsored by the Employment Exchange. In the light of this assu-

of contract labour raised in their letter dated 25th July 1984. The said settlements dated January 30, January 31, and March 12, 1985 are placed in the management file M-35. It is contended that in the light of these settlements the claimants and the Union are estopped from re-agitating the demands for absorption of the contract labour as the employees of the Corporation. These settlements were to be in operation for three years. These settlements were settled in the course of conciliation proceedings and, therefore, these are binding on the parties to the settlements i.e. the Union and the contractors, under section 18 of the I.D. Act. These binding settlements were in operation when the Union went in writ before Hon'ble Supreme Court and there appears to be some substance in the contention of the Management that the Union could not have reagitated its demand for absorption of the contract labour in the service of the Corporation or to treat the contract labour as employees of the Corporation during the operation of the said settlements. Shri Shetye, appearing for the Union submitted that the workmen are not asking for the abolition of the contract labour and the question is whether by applying the common law, the workmen are employees of the I.O.C. and the Tribunal has to decide whether the workmen are in law employees of the I.O.C., notwithstanding the fact that the workers had earlier raised a demand for the abolition of the contract labour and then had withdrawn such a demand. However, I am unable to accept his contention of the Id. counsel for the Union, because the demand notice dated 25-7-1984 asking for abolition of the contract labour and absorption of the contract labour in the service of the I.O.C. is the genesis of the writ petition filed before the Hon'ble Supreme Court. The relief sought in the writ petition also was for an appropriate writ or order or direction to treat the workmen called contract labour as the employees of the Corporation and to declare the Act as unconstitutional. Therefore, in the presence of the binding settlements which were still in operation when the writ petition was filed, the Union was estopped from raising these demands. Consequently, the whole genesis of the dispute is in contravention of the binding settlements and to this extent the reference appears to be bad in law. All the same since the reference has been made or the orders of the Hon'ble Supreme Court of India, the same has to be considered on merits.

12. Now we may examine on merits as to whether in law the contract labour employed at the Mathura Refinery and the 48 workmen whose services had been terminated are employees of the Corporation. It may straightway be noted that the voluminous documents placed on record clearly go to show that the petitioners have always been treating themselves as employees of the contractors. The settlements dated January 30, January 31, and March 12, 1985 which have been executed by the Union with the contractors, themselves are a clear admission by the Union that the petitioners are employees of the contractors. It has been clearly mentioned in these settlements that the settlements shall remain operative for a period of 3 years or such shorter period for which the contracts last and the workmen concerned remain in

the employment of the contractors. The evidence on the record clearly demonstrates that the corporation issue contracts to independent contractors and these contractors are appointed through open and limited tenders. The contractors engaged for the performance of their works, their own staff and labour force i.e. the contract labour. Even some of the workers themselves have constituted a co-operative workers society which enters into contract with the Management. MW2 Shri Muna Lal was a President of the society in the year 1984. He has stated that the society was formed to undertake contract work for operation and maintenance of public health utility system in the Refinery Nagar. The society undertook the contract in the year 1984-85 against the contract document Ex. MW2/1 which was executed by him on behalf of the society with the Management and he further stated that when the rest of the contractors entered into settlements with the petitioners for increase in wages and other benefits, Pump House workers Society did not raise any demand for and on behalf of Pump House Workers Society. It is pertinent to note that Muna Lal is one of the petitioners. As he along with other members of the Pump House Society have been carrying out work of the Management on contract after executing contract documents and receiving payments in terms of the contract, it does not lie in the mouth of petitioners like Muna Lal to say that they are the employees of the corporation. Shri Man Singh, the Secretary of the Union in his statement as WW1 has stated that he started working in 1979 with a contractor by the name of Sharma Electricals and after Sharma Electricals the new contractor was Jyoti Electricals and at the time of giving his evidence he was working with contractor M/s. Aggarwal Engineers. It is, therefore, sufficiently proved that all the petitioners i.e. contract labour were appointed by the contractor and continue to be on the rolls of the various contractors.

13. Here the contract labour Act gets into the picture. Section 10 of the Contract Labour Act provides that the appropriate Government may prohibit the employment of Contract Labour in any process, operation or other work in any establishment, and before issuing any such notification shall have due regard to the conditions of work and benefits provided to the contract labour in that establishment and other relevant factors. Now, there is no such prohibition of employment of contract labour against the respondent Corporation. Rather the respondent Corporation has been issued a certificate of registration under section 7 of the Act which means that the Corporation has been permitted to engage contract labour on its establishment. On the other hand all the contractors wherever necessary have also been issued licence for executing works through contract labour at the Mathura Refinery. Therefore, the employment of the contract labour at the Mathura Refinery is not in violation of any law. Rather it is in conformity with the Contract Labour Act, Shri Shetye, appearing for the petitioners, has stated that what is to be seen is the hidden ingredient notwithstanding the modus operandi employed by the employer and that what is to be seen is the degree of control and supervision exercised by the Management over the contract Labour in order to

see whether the relationship of employee and employer exists between the contract labour and the Corporation. He has referred to various contract documents signed between the Corporation and the contractors and argued that it is the Corporation which is exercising effective supervision and control over the contract labour employed by the contractors. Thus, the contractor performing Public Health Utility Service at the refinery township is required to maintain in English log sheets and to ensure that the relevant equipments are manned by sufficient and trained personnel. The duty charts are also prepared which are verified by the Engineer of the Corporation. He has also cited examples to show that leave had been granted by the Engineer. Attendance had been marked by officer of the corporation in certain cases and complaint register of the Pump House has been maintained and promotions were given by the officers of the corporation. However, it appears that odd cases of omissions and commissions on the part of the officials of the Management have been picked up but this does not appear to be the regular practice prevailing in the refinery at Mathura. The case of leave granted by the Engineer is a solitary one out of the list of 888 petitioners. It has been explained by the Management that one operator of the pump house had taken leave for about one week and it was at the request of the Pump House Society itself that one helper was allowed to work as operator who worked for about 12 days or so but this should not be taken as a promotion granted by the officials of the Corporation. Similarly the marking of attendance is also a solitary instance in respect of the Pump House Society marked by V. K. Kanojia Sr. Civil Engineer. He has explained in his affidavit that some duty charts of the workers society had been written by him for the society but this has been written not in his official capacity but in his personal capacity by way of assistance to them since he had good relations with the President and the Secretary of the Pump House Workers Society, and they were not conversant with the English Language and could not write the duty charts themselves without the assistance of others. He had put his signatures as having verified the suitability of deployment of appropriate personnel by the contractor in terms thereof. For similar reasons he has also recorded changes in the Duty Charts and his verification of the suitability of deployment in the terms thereof by incorporating these specific communications to the society for the purpose. He has further stated that under the Contract, the Pump House Workers Society is required to maintain a minimum number of operators and minimum number of helpers and if the number of operators falls below the number specified, the contractor was liable to a penalty of Rs. 20 per shift. Consequently since the society maintained only a minimum number of members, whenever an operator member went on leave, the society would obtain the sanction of the site Engineer concerned to permit another person to act as operator, so as not to incur the penalty. He further explained that the leave to the members of the society is granted by the President of society. In the society there are two groups of members and there is extreme and serious rivalry between the two groups. In one group there are 9 persons and in the other group there are 7. There are often quarrels between the two rival groups and he was sometimes approach-

ed to arbitrate between them. On one such occasion, two members of society belonging to rival group simultaneously applied for leave and it was not possible for the society to relieve both. It is normal practice of the society that leave is granted to one member only at a time. It is due to infighting amongst the members and the leadership, that the President and Secretary could not decide as to whom the leave should be granted. To resolve the impasse, both the leave applications were brought to him and he was asked to arbitrate and both sides assured that his advice would be acceptable to them. In these circumstances, he indicated his choice in writing on one leave application "leave sanctioned" and asked the applicant to appropriately address his leave application for proper sanction by writing, the words "please address to the President". A copy of this application has been filed by the petitioners as document No. 3859 in file No. W-15. If any leave application was handled by the Engineer in this manner it cannot be said that leave was being granted by the officers of the Corporation on a regular basis. Similarly it stands explained that complaint book was necessary in order to ensure that complaints had been attended to the satisfaction of the concerned occupants and that the complaints had been duly and promptly allocated by the contractor for attendance. It is in this context that the Engineer puts his signatures on the complaint register and enters any remarks for communication to the contractor. The instances cited by the petitioners are isolated ones and they do not constitute the regular practice in the refinery and hence these solitary instances cannot be taken to mean that leave was being sanctioned by the Engineers or that attendance was being marked or promotions were being granted by them.

14. It has also been suggested by the petitioners that the wage bills were being prepared and verified by the officers of the corporation and it is only on the date of payment of wages that the contractors turn up and the signatures of the contractors are obtained on the wage bills. It appears that the petitioners are suggesting by implication that the wages are being directly disbursed by the corporation to the contract labour and, therefore the contract labour are the employees of the corporation. It has been submitted by the Management that the payment is made to the contractors on the basis of the work/job/service performed either on a lumpsum basis for a given result or on the basis of the schedule of rates for unit quantities for various types of works performed. The contractors raise their bills monthly or otherwise as prescribed for the concerned work/job or service and their bills are subject to verification and or measurement of relevant work for which the payment is claimed and certification by the authority/departments for which work/job/service is performed, 90 per cent of the certified bill amount is paid on certification while the balance payment is released on completion of the work/job/service and/or on satisfactory completion of the defect liability period prescribed in the relevant contract. It was vehemently denied that payment through contractors was only a camouflage or that payments were being made directly to the workmen by implication. It was further submitted that fixation of wages and conditions of service, leave, attendance, promotion, disciplinary action etc. are wholly and exclusively within the contractors domain and all con-

ditions of service, wage fixation promotions made, leave granted, attendance marked and disciplinary action taken with respect to contract labour are entirely and exclusively contractors concern and the Corporation is not concerned with these matters except with regard to the obligations that have been imposed under the provisions of the Contract Labour Act and Rules framed thereunder. The Engineer of the Corporation is required to sign duty chart in token of its verification. He is also required purely to inspect the log book and other records maintained by the contractors in order to ensure that the said records had been properly and duly maintained by contractor and the relevant services had been properly and duly rendered by the contractor. The Site engineer is also required to sign and initial the records in token of his inspection and to enter therein for communication to the contractor any remarks he may have to make with respect thereof or the subject matter thereof. The Sections 16, 17, 18 and 19 of the Contract Labour Act provide for certain facilities for welfare and health of the contract labour, such as, canteens, rest rooms and other facilities like wholesome drinking water, sufficient number of latrines and urinals and washing facilities and first aid facilities. Section 20 lays down that of any amenity required to be provided under Section 16, Section 17, Section 18 or Section 19, for the benefit of the contract labour employed in an establishment, is not provided by the contractor within the time prescribed therefor, such amenity shall be provided by the principal employer within such time as may be prescribed; and that all expenses incurred by the principal employer in providing the amenities may be recovered by the principal employer from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. Section 21 lays down that the contractor shall be responsible for payment of wages to each worker employed by him as contractor labour and such wages shall be paid before the expiry of such period as may be prescribed; and that every principal employer shall nominate a representative duly authorised by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed. It is further laid down that in case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. Sections 22, 23, 24, 25 and 26 lay down the penalties and procedure for punishment for contravention of the provisions of the Act. Section 29 lays down that every principal employer and every contractor shall maintain such registers and records giving such particulars of contract labour employed, the nature of work performed by the contract labour, the rates of wages paid to the contract labour and such other particulars in such form as may be prescribed and further that every principal employer and every contractor shall keep exhibited in such manner as may be prescribed within the premises of the establishment where

the contract labour is employed, notices in the prescribed form containing particulars about the hours of work nature of duty and such other information as may be prescribed. It is, therefore, apparent that under the Contract Labour Act, certain responsibilities and obligations have been placed on the principal employer i.e. the Corporation, in respect to the contract labour. It is in the performance of these responsibilities and obligations, that the corporation is required to verify the duty charts, attendance registers, complaint books, the wages bills, etc. The performance of such functions in accordance with the provisions of the Contract Labour Act will not result in converting the contract labour as the employees of the Corporation or in establishing relationship of employee and employer between the contract labour and the Corporation.

15. Shri Shetye then referred to the definition of workmen as given in section 2(s) of the I.D. Act according to which the 'workman' means any person employed in any industry to do any manual, skilled, unskilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied. He further stated that the contract labour are employed on the premises of the I.O.C. inside the plant, on the machines and with the tools of the I.O.C. and the I.O.C. is admittedly an industry. The contract labour is employed to do manual technical etc. work and they render services to the I.O.C. in their main business and, therefore, they are the workmen of the I.O.C. There should be no dispute about the fact that the contract labour are workmen employed in an industry. However, it will be wrong to say that they are the workmen of the I.O.C. As has already been demonstrated the contract labour was appointed by the contractors and work under the control and supervision of the contractors. Therefore, they would be workmen of the contractors in an industry and they would have all the rights and privileges under the I.D. Act but against their employers i.e. the contractors and not the Corporation. To take any different view or to accept the contention of the petitioners, would amount to nullifying the provisions of the Contract Labour Act and the constitutionality of the Contract Labour Act has already been upheld by the Hon'ble Supreme Court of India.

16. Shri Shetye has relied upon certain authorities which I shall take up one by one. The authorities Chintaman Rao and others Versus State of Madhya Pradesh 1958 II LLJ 252 SC Shri Shivanandan Sharma Versus Punjab National Bank, Ltd. 1955(1)-LLJ 688 Supreme Court, and Dharangadhra Chemical Woors Ltd. Versus State of Saurashtra and others, 1957(1) LLJ 447 SC. pertain to the period prior to the enactment of the Contract Labour Act and, therefore, are not relevant. The authority S.K. Verma Vs. Mahesh Chandra and another 1983(4) SCC 214 is quite irrelevant and not applicable to the facts of the present case. The main question decided in the said case was whether a Development Officer of the L.I.C. is workman or not but there was no question of any contract labour involved or any question of relationship of employee and employer between the parties. The authority FCI Loading and Unloading Workers Union Vs. FCI 1987(1)LLJ Karnataka High Court

is also not applicable to the facts of the present case. In the said authority the FCI did not have a certificate of registration under the Contract Labour Act which permitted it to employ contract labour and it was held that in the absence of such a licence the workmen employed by the contractor could legitimately claim that they were the workmen of the FCI. In the present case, the Indian Oil Corporation has got the requisite certificate of registration and so also the contractors have got the requisite licences. Similarly the authority workmen of the FCI versus FCI (1965) 2 S.C.C. 156 is distinguishable and not applicable to the facts of the present case. In the said authority mainly the work of handling food grains was entrusted by the FCI to contractors. Then a system of direct payment by employer to the handling mazdoors was introduced abolishing the contract system. Having regard to the scheme of direct payment it was held that the workers became direct workmen of the FCI. In the present case neither the contract system was ever abolished nor any scheme of direct payment was introduced. The authority workmen of Best & Crompton Industries Ltd., represented by the General Secretary of the Socialist Workers' Union, Madras-23 Versus The Management of Best & Crompton Engineers Ltd., Madras-55 and others 1985(1) LLJ 492 Madras High Court is also distinguishable and not applicable to the facts of the present case. In the said authority the contractor who had engaged the workmen was not holding valid licence and it was held that the workmen engaged by the said contractor working for management without holding valid licence would be workmen engaged by the Management itself. In the present case, all the concerned contractors are shown to have possessed valid licences under the Contract Labour Act. The last authority relied upon by Shri Shetye is Hussain Bhai Versus The Alath Factory Tezhilali Union and others = AIR 1978 SC 1410 wherein it was held as under :

“Industrial Disputes Act (14 of 1947), Ss. 2(s) and 2(g)-Workmen and the employer-who is Determination Test.

Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, it is found, though draped in different perfect paper arrangement, that real employer is the Management, not the immediate contractor, AIR 1974 SC 1832 followed.

This authority again is distinguishable and not applicable to the facts of the present case because it is not forth coming from this authority that the emp-

loyer was registered under the Contract Labour Act and the contractor also had valid licence under the said Act which is the situation in the present case. Even otherwise the facts of the case are quite different and as has already been observed, the contract system prevailing in the Mathura Refinery is not a camouflage. The case of the Management finds support from the authority Krishna Kurup Vs. G. M. Gujarat Refinery, Baroda AIR 1987, SC 163 wherein it was held as under :

“Industrial Disputes Act (14 of 1947), S. 2(s) Workmen whether regular employees Labour Commissioner after examining each workmen and after considering documents produced by them recording finding that they were not regular employees of the concern but they were contract labourers employed by Contractor for emergency maintenance and shut down jobs. Finding of Labour Commissioner held, could not be said to be vitiated.”

Similarly in India General Navigation and Railway Company, Ltd. and another Versus their workmen 1966 (1) LLJ 735, Supreme Court it was held as under :

“On the record, it seems clear that appellant 1 had not directly employed the workmen at all and contract labour used to work for appellant 1 at the minor ghat with which we are concerned in the present proceedings. It is true that appellant 1 guaranteed the payment at the prescribed rates to these workmen, and in that sense, it undertook the liability to pay that money at that rate; but the record shows that the money was paid to the contractor and the contractor paid it on to the workmen from month to month until the ghat in question was closed on 17 May 1960 (Ex. E. 2). Even one month's basic pay which was paid to the workmen for retrenching them was paid to them through the contractor. Therefore, we are satisfied that the tribunal was in error in coming to the conclusion that the retrenched workmen had been employed by appellant 1. That being so, appellant 1 is not the employer of the 56 workmen in question and as such, the tribunal can give them no relief. If they have any claim at all, it would be against the contractor who was their employer.”

17. In the light of the foregoing discussion it is held that the contract labour employed at the Mathura Refinery are in law not the employees of the Indian Oil Corporation.

18. This brings us to the last question for consideration i.e. whether the termination of the services of 48 workmen was justified. The answer to this question is in fact dependent on the finding in the previous question as to whether the contract labour employed at Mathura Refinery are in law the employee of the Indian Oil Corporation. Since it has been held that the contract labour are not employees

of the Indian Oil Corporation, therefore, these 48 workmen whose services were terminated were also not employees of the I.O.C. and they would not have any grievance against the I.O.C. for the termination of their services. They should have raised disputes against their contractors of whom they were the employees but they have not done so. The concerned contractors are not parties to the dispute before this Tribunal and, therefore, it would not be fair and proper to give a definite finding whether or not the termination of these 48 workmen by their contractors was justified. However, the Management has placed on record evidence to justify the termination of the services of these 48 workmen. were they to be held the employees of the Indian Oil Corporation. MW1 Shri Man Singh has explained the deployment of these 48 workmen. He has stated that 34 out of these workmen were employed on Air Cooler, Heat Exchanger, boiler, condensor and the complete details are given in document at page 209 file No. W-1. The workmen mentioned at Sl. No. 1 to 24 26 to 45 and 48 had been working with M/s. Chandrika Prasad Contractor. The workmen at Sr. No. 25 to 29 were engaged through M/s. Unik Techniks. The workmen at Sr. No. 30 and 31 were engaged through M/s. Manav Construction. The workmen at Sr. No. 32, 33, 34 and 47 were engaged through M/s. J. S. Nagra & Sons. The workman at Sl. No. 35 was engaged through Shyam Lal Contractor. The workman at Sr. No. 44 was engaged through M/s. Vikrant Enterprises and workman at Sr. No. 46 was engaged through M/s. Gupta and Co. This statement of Man Singh goes un rebutted and, therefore, the statement to the contrary by MW6 C. R. Sikri is rejected. The contention of the Management is that these workmen had made settlements with their contractors and taken the payment of their dues and hence there is no outstanding dispute. The Management has placed a final settlement between the workmen and M/s. Chandrika Parshad in their file Ex. M-36. MW1 Shri Man Singh has admitted that the workmen had taken payment against documents at pages 25 to 26 in the Management file Ex. M-36. He also admitted that Union held negotiations with M/s. Chandrika Parshad and others after termination of the workmen. He also admitted that they had executed the settlements at page 63 of file M-36 with regard to the workmen terminated by the said contractor. He further stated that they have got no appointment letter issued by any contractor in respect of remaining three workmen out of the lot of 48 and they have also no record of their service either from the Corporation or from any Contractor. He also admitted that in the settlement it was agreed that the contractors will issue experience certificate and that the relevant experience certificates had been issued by M/s. Chandrika Parshad and Brothers and M/s. H. B. Singh & Company.

19. In view of the discussion made above this reference is answered against the Petitioners Union and in favour of the Management.

20. However, before parting with this reference I would like to make certain observations and suggestions for the interest of industrial harmony in the

Mathura Refinery of Indian Oil Corporation. Some of the workers out of the contract labour have put in as much as 10 to 11 years of service at the Mathura Refinery. The Mathura Refinery is the only major industry at Mathura and there is hardly any other industry at Mathura which could absorb this contract labour. Thus the workmen comprised in the contract labour of the Mathura Refinery have got no other source of employment. On the one hand these workmen have become ineligible for absorption in Government/public service because of over-age etc., on the other hand the sword of uncertainty of security of service hangs on their head constantly. The situation in which these workmen are placed is pathetic and unenviable. Therefore, unless something is done to ameliorate their lot there is bound to be frustration among them which may result in disturbance to the industrial peace. The statement of objects and reasons of the Contract Labour Act reads as under :

"The system of employment of contract labour leads itself to various abuses. The question of its abolition has been under the consideration of Government for a long time. In the second-five year plan, the Planning Commission made certain recommendations, namely, undertaking of studies, to ascertain the extent of the problem of contract labour, progressive abolition of system and improvement of service, conditions of contract labour where the abolition was not possible. The matter was discussed at various meetings of Tripartite Committees at which the State Governments were also represented and general consensus of opinion was that the system should be abolished wherever possible or practicable and that in cases where this system could not be abolished altogether, the working conditions of contract labour should be regulated so as to ensure payment of wages and provision of essential amenities.

2. The proposed Bill aims at abolition of contract labour in respect of such categories as may be notified by appropriate Government in the light of certain criteria that have been laid down, and at regulating the service conditions of contract labour where abolition is not possible. The Bill provides for the setting up of Advisory Boards of a tripartite character, representing various interests, to advise Central and State Governments in administering the legislation and registration of establishments and contractors. Under the Scheme of the Bill the provision and maintenance of certain basic welfare amenities for contract labour, like drinking water and first aid facilities, and in certain cases rest-rooms and canteens, have been made obligatory. Provisions have also been made to guard against defaults in the matter of wage payment" Gaz. of India 31-7-1967. Pt. II, S. 2 Ext. P. 634."

21. It is apparent from the above statement of objects and reasons that the general consensus was for the abolition of the contract labour system wherever possible or practicable. Although the Petitioner Union should have addressed its demand for abolition of the Contract Labour System in the Mathura Refinery to the Central Advisory Board constituted under the Contract Labour Act and instead it chose a wrong forum by filing writ before the Hon'ble Supreme Court and their pursuing an industrial dispute before this Tribunal, yet it is suggested that the Indian Oil Corporation itself should make a reference to the Central Advisory Board constituted under the Contract Labour Act to make a study with regard to the desirability of continuance or otherwise, whether wholly or to a limited extent, of the contract labour system at Mathura Refinery. Although the workmen have produced evidence to prove that some of the works on which contract labour is employed are of perennial nature and the system of contract labour in those works is not justified, yet it is not within the jurisdiction of this Tribunal to pass any judgment in this respect. In the authority *Workers Association, Hardwar and others Vs. U.O.I. and Bharat Heavy Electrical Karamchhari Sangh, Ranipur Hardwar Vs. U.O.I. and others and Employees of Lal Bahadur National Fertilizer Ltd. Mazdoor Union Versus State of Haryana and others*, AIR 1985 SC 409 it was held as under :

"It is clear that Parliament has not abolished contract labour as such but has provided for its abolition by the Central Government in appropriate cases under sec. 10 of the Contract Labour (Regulation and Abolition) Act, 1970. It is not for the court to enquire into the question and to decide whether the employment of contract labour in any process operation or other work in any establishment should be abolished or not. This is a matter for the decision of the Government after considering the matters required to be considered under Sec. 10 of the Act. Similarly the question whether the work done by Contract Labour is the same or similar work as that done by the workmen directly employed by the principal employer of any establishment is matter to be decided by the Chief Labour Commissioner under the proviso to Rule 25(ii)(iv)(a). In these circumstances we have no option but to dismiss both the writ petitions but with a direction to the Central Government to consider whether the employment of contract labour should not be prohibited under sec. 10 of the Act in any process, operation or other work of the BHEL, Hardwar. There will also be a direction to the Chief Labour Commissioner to enquire into the question whether the work done by the workmen

employed by the contractors is the same type of work as that done by the workmen directly employed by the principal employer in the BHEL Hardwar".

Till such time the Central Advisory Board makes its recommendations and action is taken, the management may ensure that the contract labour shall be paid at least the minimum of the pay scale of its regular employees performing the same or similar duties as the workmen of the contract labour and further that the workmen among the contract labour who have put in 5 years or more of work at the Mathura Refinery shall be continued to be employed in the same work even if there is a change in the contractor and such workmen shall not be terminated except as a punishment inflicted by way of disciplinary action for misconduct, etc., voluntary retirement or retirement on reaching the age of superannuation (which may be taken as the superannuation age for the I.O.C. employees) or on ground of continuous ill-health. In AIR 1985 SC 409 *ibid*, it was observed as under :

6. Thus we see that no invidious distinction can be made against contract labour. Contract labour is entitled to the same wages, holidays, hours of work and conditions of service as are applicable to workmen directly employed by the principal employer of the establishment on the same or similar kind of work. They are entitled to recover their wages and their conditions of service in the same manner as workers employed by the principal employer of the establishment on the same or similar kind of work. They are entitled to recover their wages and their conditions of service in the same manner as workers employed by the principal employer under the appropriate Industrial and Labour Laws. If there is any dispute with regard to the type of work, the dispute has to be decided by the Chief Labour Commissioner (Central)".

It should give preference to these workmen in its employment by waiving the requirement of age and other qualifications wherever possible. It may also consider the creation of a benevolent fund for the contract labour wherein it may make a lumpsum contribution initially and then make equivalent or even more contribution to match the contribution made by the workmen of the contract labour. All these ameliorative steps by the Management, shall not be taken to mean that the contract labour has become the direct employees of the corporation.

15 September, 1989

G. S. KALRA, Presiding Officer.

[No. I-30015/2186-D.III(B)]

V. K. SHARMA, Desk Officer